

BELLSOUTH® / CLEC Agreement

Customer Name: TriVergent Communications, Inc.

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EXECUTIVE SUMMARY
of
Trivergent Communications, Inc.
BellSouth Standard Interconnection Agreement

Agreement Effective Date: 06/30/2000	Agreement Expiration Date: 06/29/2003
OCN:	GAC:
CIC (if applicable):	ACNA:
Negotiator: Michael Willis	Negotiator Tel No: 404-927-8003
Location of Executive Summary: t:\hendrix\	Location of Interconnection Agreement: t:\hendrix\

Attachment Name/Number	Section Number	Version Date	No Deviation	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
Terms/Conditions PartA	1	2/29/00	X				READ GENERAL TERMS AS MANY OF THE SECTIONS HAVE CHANGED
	2	2/29/00	X				
	3	2/29/00	X				
	4	2/29/00	X				
	5	2/29/00	X				
	5.3			X			Has 3Q99 lang. That BST will provide a magnetic tape and or computer disk for submitting subscriber listings.
	6	2/29/00		X			BFR process will be ass set forth in Attachment 12
	7	2/29/00		X			Local Dialing Parity language
	8	2/29/00	X				
	9	2/29/00	X				

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	10	2/29/00	X				
	11	2/29/00	X				
	12	2/29/00		X			Rephrased
	13	2/29/00		X			Escalation procedures
	14	2/29/00		X			Expedite procedures
	15	2/29/00	X				
	16	2/29/00	X				
	17	2/29/00		X			Network maintenance and management
	18	2/29/00		X			Changes in Subscriber Carrier Selection
	19	2/29/00	X				
	20	2/29/00	X				
	21	2/29/00					Revised the language that req. parties to renegotiate terms as a result of regulatory action w 15 days written notice. If parties cannot renegotiate provision w/in 45 days of such notice, the parties may invoke dispute resolution procedures.
	22	2/29/00	X				
	23	2/29/00	X				
	24	2/29/00		X			Arms length negotiations

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	25	2/29/00	X				
	26	2/29/00		X			Relationship of the parties
	27	2/29/00		X			Third party beneficiaries
	28	2/29/00					Cooperation on Preventing End User Fraud
	29	2/29/00		X			Good faith performance
	30	2/29/00		X			Independent contractors
	31	2/29/00		X			Subcontracting
	32	2/29/00		X			Severability
	33	2/29/00		X			Survival of obligation
	34	2/29/00		X			Customer inquires
	35	2/29/00		X			Compliance with applicable laws
	36	2/29/00		X			Labor relations
	37	2/29/00		X			Compliance with the communications law enforcement Act of 1994
	38	2/29/00		X			Arms length negotiations
	39			X			Rule of Construction
	40	2/29/00		X			Headings of no force and effect
	41	2/29/00		X			Multiple counterparts
	42	2/29/00		X			Implementation of Agreement
	43	2/29/00		X			Additional Fair Competition Requirements

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	44	2/29/00	X				
	45	2/29/00	X				
Terms/Conditions Part B		2/29/00					
1-Resale	1	2/29/00	X				
	2	2/29/00	X				
	3	2/29/00		X			Made reciprocal
	3.10	2/29/00		X			Neither party has rights to TN
	3.20	2/29/00		X			BellSouth shall notify TCI in advance of long term promotions by posting a notice on its website.
	3.21	2/29/00		X			BellSouth will issue best efforts to provide TCI 45 days advance notice via internet
	4	2/29/00					
	5	2/29/00					
	6	2/29/00					
	6.6	2/29/00					Added this sentence to the unauthorized change charge language: These charges will be adjusted to reflect a full credit if TCI provides satisfactory proof of authorization. BellSouth will notify TCI within five (5) business days that such a request has been processed.

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	6.8	2/29/00					Orders to switch services “as is” shall be treated as a change of service and shall <i>not</i> be treated as a disconnection and subsequent reconnection of service.
	7	2/29/00					
	8	2/29/00					
	9	2/29/00		X			Added provisions for CSAs
	10	2/29/00	X				
	11	2/29/00	X				
	12	2/29/00	X				
	13	2/29/00	X				
	14	2/29/00	X				
	Exhibit A	2/29/00					Added: In calculating the percentages above, all orders submitted via BellSouth’s mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.
	Exhibit B	2/29/00	X				

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	Exhibit C	2/29/00	X				
	Exhibit D	2/29/00	X				
	Exhibit E	2/29/00	X				
	Exhibit F	2/29/00	X				
	Exhibit G	2/29/00	X				
2-Network Elements & Other Services	1	2/29/00		X			
	2	2/29/00		X			
				X			
	2.2.4	2/29/00		X			Added language relative to the process for order coordination for physical cut-overs. BellSouth will mutually agree to cut-over time 24-48 hrs prior to actual conversion. TCI can designate the time for ILNP and LNP by ordering time specific conversions at rates designated. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 15 minutes of the agreed time. For coordinated conversions, BellSouth's target

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							intervals for service disruption to the end-user is 15 minutes or less for each loop
	2.2.4.2	2/29/00		X			BellSouth will however, provide a notifier to the TCI when the physical wirework is completed for an SL1 loop with LNP. This notification will allow the TCI to ensure minimal end user loss of service, provided that TCI promptly sends the activate message to NPAC to port the number. BellSouth will use best efforts to notify TCI within thirty (30) minutes of the completion of the physical wire work
	2.2.4.4	2/29/00		X			BellSouth will perform the appropriate pre-service tests to ensure TCI dial tone is delivered to the appropriate connecting point. The timing of the test is based on the overall interval and type of the service being provisioned. Under normal intervals, testing for designed services are normally completed 24 hours in advance of the conversion
	2.2.4.4.2	2/29/00		X			BellSouth will place a tag on all unbundled loops that require a technician to be dispatched to the end user's premises during the provisioning process. The loop tag will include the CLEC's name and the circuit ID number
	2.2.4.4.3	2/29/00		X			In any event, BellSouth will use best efforts to

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							convert each loop within fifteen (15) minutes
	2.3.3	2/29/00		X			Added UDC language
	2.4	2/29/00		X			Added Loop Make-up Service Inquiry language.
	2.5	2/29/00					Line conditioning language added.
	6.3.5.1	2/29/00		X			Added sentence that states that TCI may request that the sub-loop be conditioned.
	6.7.1	2/29/00		X			Changed multiple to one or more DS1s.
	6.8.3.4	2/29/00		X			Added language that states when TCI has placed NTW at a location, TCI will make requisite number of pairs available, at rates determined by TCI.
	3	2/29/00		X			The feeder portion of some loops may be provide by means of Integrated Digital Loop Carrier (IDLC). IDLC provides a fiber optic cable transmission path that travels directly into BellSouth's central office local switch. Where BellSouth uses IDLC ,if technically feasible and capacity does exist, BST will provide TCI with a Designed DS0 UVL by using

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							alternative provisioning techniques including but not limited to such as “hairpinning” and DAC grooming. Alternative provisioning techniques will be provided at no additional cost to TCI. Hairpinning involves providing a DS0 signal from an IDLC-served loop to TCI’s collocation equipment by using a dedicated pathway that traverses BellSouth’s central office switch. BellSouth will provide such DS0 signal to TCI by establishing a copper cross connect between the BellSouth switch and TCI’s collocation equipment.
	4	2/29/00	X				
	4.2.5			X			Changed “capping off and guarding” to re-grounding.
	5	2/29/00	X				
	6	2/29/00	X				
	6.3.5.1	2/29/00		X			Added sentence that TCI may request that the sub-loop be conditioned in accordance with section 2.4.

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	6.8.3.4	2/29/00		X			If TCI has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to TCI's NTW to provide local exchange service to the end user, then TCI agrees to make available to BellSouth the requisite number of its spare pair(s), upon request by BellSouth, at rates determined by TCI.
	7.2.1.14.6.4	2/29/00		X			Added 9XX and toll blocking as triggers that BellSouth will make available when the triggers are supported by BellSouth
	8	2/29/00		X			Interoffice transmission language from 3Q standard
	8.3.3.2	2/29/00		X			BellSouth currently offers Unbundled Local Channels for switched traffic.
	9	2/29/00	X				
	10	2/29/00					Combinations
	10.1	2/29/00		X			Changed "currently combined" to "existing combinations" definition stayed the same.
	10.2.2	2/29/00		X			Except as provided for in paragraph 22 of the FCC's Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98

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							("June 2, 2000 Order"), the EEL will be connected to TCI's facilities in TCI's collocation space at the POP SWC
	10.4	2/29/00		X			In the state of Georgia, BellSouth shall make available to TCI, at the rates set forth in Section 10.6 below: (1) Existing Combinations of network elements other than EELs; and (2) combinations of network elements other than EELs that are not Existing Combinations but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to TCI, at the rates set forth in Section 10.6 below, combinations of network elements other than EELs only to the extent such combinations are Existing Combinations
	10.5.2	2/29/00		X			Incorporated by reference the 3 options listed in the FCC June 2, 2000 Clarification Order, and the provisions for self certification of as described in para. 29 of the order, and TCI's ability to petition the Commission for waiver.
	10.5.3	2/29/00		X			Added that 15 circuits can be converted within 7 days and over 15 will be project managed.
	10.5.4	2/29/00		X			Added audit language consistent with

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							the FCC's June 2, 2000 Clarification Order.
	10.6.2.2	2/29/00		X			Added to the rates for the other states: The non-recurring and recurring rates for EELs made available pursuant to Section 10.2.4 above will be the sum of the nonrecurring and recurring rates for the individual network elements, unless otherwise established by the Commission.
	11	2/29/00	X				
	11.3.2.1			X			Added to call completion language: In providing call completion service, and at such time as functionality is available in the BellSouth network, BellSouth shall route the call to TCI's network for call completion. Rates for such functionality shall be established at the time such functionality becomes available. If not available, TCI may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions
	12	2/29/00	X				

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	13	2/29/00	X				
	14	2/29/00	X				
	15	2/29/00		X			Revised to read as follows: BellSouth shall use its best efforts to provide to TCI information regarding the location, availability and performance parameters of Dark Fiber within ten (10) business days, after receiving a request from TCI ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").
	Exhibit A	2/29/00					Added UDC rates
	Exhibit B	2/29/00	X				
	Exhibit C	2/29/00	X				
3-Local Interconnection	1	10/29/99					
	1.2.1	10/29/99		X			Revised the language to state that the associations between BellSouth Tandem and Exchange Rate center is as defined in the LERG rather than the Guide.
	1.6	10/29/99		X			BellSouth shall designate the Points of Presence and Points of Interface for the delivery of traffic originated by BellSouth to TCI for call transport and termination by TCI

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	1.7	10/29/99		X			The Parties shall institute a bill and keep compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges associated with trunks and facilities for the exchange of traffic other than Transit Traffic. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities transporting Transit Traffic
	1.9.3	10/29/99		X			r the delivery of TCI's local and ISP bound traffic, TCI will be accessed charges as specified in Exhibit A to this Attachment for the additional transport and tandem switching required as a result of MTA on an elemental basis in addition to the reciprocal compensation rate to which the Parties have agreed in Section 6.1.2. In the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions.

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	1.9.4	10/29/99		X			Deleted this sentence: To the extent TCI routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, TCI agrees to pay BellSouth the associated transport and termination charges
	1.11.10	10/29/99		X			Added definition for Special Access Service: The term "Special Access Service" means the offering of dedicated facilities for the purpose of the origination or termination of telecommunications traffic to or from an interexchange carrier to or from each Parties' telephone exchange service customers in a given area.
	2	10/29/99		X			Added the two way trunking rules from 1Q standard
	2.4	10/29/99		X			Rule 2 revised as follows: The Point of Interface will be located at a mutually agreed location or point designated by BellSouth. If an agreement cannot be reached on the location of the Point of Interface, each company will establish its own Point of Interface and order one-way trunks.
		10/29/99		X			Rule 6 revised as follows: BellSouth and TCI agree to meet and resolve service-affecting situations in a timely manner. This contact will

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							normally be made through the Account Team and TCI's Vice President of Engineering
	2.6.2(2)	10/29/99		X			Revised language and changed the threshold from exceeding 1 DS1 to 2 DS1.
	3	10/29/99		X			
	3.6.3	10/29/99		X			Changed the quantities from 48 to 24 or 10% which ever is greater.
	3.6.4	10/29/99		X			However, if one Party cannot meet an order at the time ordered, it will use its best efforts to meet such order within 180 days of the requested time
	4	10/29/99		X			Added section on Parity in Ordering and Provisioning.
	5	10/29/99	X				
	6	10/29/99		X			Added general provisions to include ISP bound traffic, excluding access traffic for compensation.
	6.1.2	10/29/99		X			01/01/00 – 12/31/00 \$.00200 01/01/01 – 12/31/01 \$.00175 01/01/02 – 12/31/02 \$.00150 01/01/03 – 06/29/03- The Parties will negotiate a rate for the exchange of traffic. If the parties fail to negotiate a rate by 01/01/03 the applicable FCC or State Commission approved

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							rates for local and isp bound traffic will apply.
	6.1.3	10/29/99		X			The Parties have been unable to agree upon whether dial up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party (hereinafter referred to as "ISP-bound traffic"). However, without prejudice to either Party's position concerning the nature of ISP-bound traffic, the Parties agree for purposes of this Agreement only, to compensate each other for ISP-bound traffic at the same per minute of use rates set forth in Paragraph 6.1.2
	6.1.3.2	10/29/99		X			To the extent such Subsequent Decisions render the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 6.1.3 in violation of applicable federal or state law, the Parties agree to amend this Agreement within thirty (30) days of the effective date of any such Subsequent Decision to conform the inter-carrier compensation mechanism set forth in section 6.1.3 with such Subsequent Decision
		10/29/99		X			

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	6.2	10/29/99		X			Added unidentifiable traffic language from 3Q agreement
	6.7.1	10/29/99		X			Revised the language for IntraLata Toll Traffic: IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.
	6.7.2	10/29/99		X			Made this language reciprocal.
	6.8.1	10/29/99		X			Removed the Bst definition of Switched Access traffic and added the following definition of Switched Access Service: The term "Switched Access Service" means the offering of switched facilities for the purpose of the origination or termination of telecommunications traffic to or from an interexchange carrier to or from each Parties' telephone exchange service customers in a given area. Switched Access Services include the following traffic types: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.
	6.8.2	10/29/99		X			Added language that states that the As business requirements change data reporting requirements may be modified as necessary and by mutual agreement of the Parties.

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	6.8.3	10/29/99		X			Revised the language to read as follows: In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.
	6.9.3	10/29/99		X			Added this section: Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier
	7	10/29/99					Revised this section to state: TCI and BellSouth agree that, at the request of either Party, they will negotiate an amendment to this Agreement that provides rates, terms and conditions for frame relay service
	8	10/29/99					Added this language to OSS section: In

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							calculating the percentages above, all orders submitted via BellSouth's mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.
	Exhibit A	10/29/99	X				
	Exhibit B	10/29/99	X				
	Exhibit C	10/29/99	X				
	Exhibit D	10/29/99	X				
	Exhibit E	10/29/99	X				
		10/29/99					
4-Physical Collocation	1.2	10/29/99		X			Right to Occupy—Deleted language pursuant to DC Circuit ruling.
	1.2.1	10/29/99		X			Space Reclamation—In lieu of requiring utilization of space in the first and second year, BellSouth may include in its documentation for waiver filing any vacant space in the CO.
	1.5	10/29/99		X			Service Coordination—Added section stating that the Parties shall coordinate with the

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							provisioning of collocation.
	2.1.1	10/29/99		X			Availability Notification—BellSouth shall notify TCI within 10 bus days of Application.
	2.1.2	10/29/99		X			Added section stating that BellSouth shall use best efforts to assign space with existing infrastructure.
	2.2.2	10/29/99		X			BellSouth will respond in 25 bus days to a request for a Space Avail Report for 6-20 locations and increased by 5 days for requests of 21 or more.
	2.3.1	10/29/99		X			Denial of Application—BellSouth shall include detail with its notice of denial and shall allow TCI to tour the Premises, not just the space which was denied.
	2.3.2	10/29/99		X			Added section for BellSouth to comply with GA PSC for filings of waivers in any state in which no requirements are available.
	3.1	10/29/99		X			Cageless—Deleted language pursuant to DC Circuit ruling. Also stated that BellSouth will offer unused space adjacent to BellSouth's equipment if technically feasible.
	3.3.1	10/29/99		X			Shared Caged Collocation—BellSouth will directly bill the Guest for UNEs and other services within the I/C agreement.
	3.3.2	10/29/99		X			Added section stating that BellSouth may not increase the cost of site preparation or NRCs above the cost of provisioning a shared

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							arrangement.
	3.3.3	10/29/99		X			Added section stating that BellSouth will permit each CLEC who has an I/C agreement with BellSouth to order UNEs and provision service.
	3.4.1	10/29/99		X			BellSouth shall notify TCI of access in cases of an emergency.
	3.4.2	10/29/99		X			BellSouth incorporated language from the March Florida filing regarding BellSouth's review of TCI's plans and specifications.
	3.4.5	10/29/99		X			Upon request from TCI, BellSouth shall provide the option to TCI to relocate its equipment to an interior space from an adjacent space.
	3.6	10/29/99		X			Upon request from TCI, BellSouth shall remove obsolete equipment and TCI shall pay its pro rata share for expediting the request for removal.
	3.7	10/29/99		X			Added section stating that BellSouth will provide other collocation arrangements that have been previously successful.
	3.8	10/29/99		X			Added section with language regarding the denial of a request for virtual collocation.
	3.9	10/29/99		X			BellSouth will make every attempt to provide TCI with contiguous space for subsequent requests but makes no assurances it will be available.

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	4.2	10/29/99		X			Deleted requirement of placing equipment in space within 180 days.
	5.1	10/29/99		X			Equipment Type--Modified language pursuant to DC Circuit ruling.
	5.1.1	10/29/99		X			Added language regarding safety requirements imposed on TCI being no more stringent than those for BellSouth's equipment.
	5.1.4	10/29/99		X			Added section for language regarding disputes about the type of equipment to be collocated.
	5.2	10/29/99		X			Entrance Facilities—Added statement that BellSouth will permit interconnection of copper or coaxial cable if such interconnection is first approved by the PSC.
	5.4	10/29/99		X			Demarcation Point—BellSouth will designate the point of demarcation. Added statement that the demarcation point shall be on a DSX frame for DS-1 and DS-3 cross connections and on an LGX frame for fiber cross connections. TCI or its certified vendor must perform all required maintenance on its side of the demarcation point.
	5.6.1	10/29/99		X			Co-Carrier Cross Connect—The applicable NRC shall apply in lieu of any application fee for requests for a co-Carrier cross-connect after the initial installation. Cable support charges shall be assessed per linear foot of support structure used. If BellSouth performs the work,

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							the function will be performed at the frame and charges for cross connect shall apply. If TCI constructs their own cross-connect facilities, TCI may use copper or ABAM or coaxial (or optical) as appropriate. If requested by TCI and no cable rack is in place, BellSouth will provide the installation of the cable rack.
	5.7	10/29/99		X			Easement Space—BellSouth will give 3 bus days notice to TCI when access to the collocation space is required.
	5.8.1	10/29/99		X			Access Keys—BellSouth will provide keys or access cards within 30 days of receipt of Access Form.
	5.9	10/29/99		X			BellSouth shall not treat equipment deployed by TCI as interfering with or impairing service provided by BellSouth or another CLEC solely on the basis that such equipment is of a different type that has not previously been utilized in a BellSouth Premise.
	6.1.2	10/29/99		X			Modified “Minimum Subsequent Application Fee” to “Subsequent Application Fee.”
	6.3.4	10/29/99		X			Application Modifications—TCI may modify or revise Customer Info, contact Info or Billing Contact Info on an Application without incurring additional expense or a longer response interval.
	6.3.5	10/29/99		X			Added statement that after TCI has submitted

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							its Bona Fide Firm Order and upon request by TCI, BellSouth shall provide sketch drawings of the size and location of TCI's enclosed collocation space at the Joint Planning Meeting.
	6.4	10/29/99		X			Intervals—120 Calendar for ordinary/180 calendar for extraordinary.
	6.4.1	10/29/99		X			Joint Planning Meeting—Joint Planning Meeting to commence within 15 calendar days from receipt of Firm Order. Also, the space completion due date and the date on which BellSouth will deliver ACTL codes and CFA for facilities listed in the Application will be provided during the Joint Planning Meeting or as soon as possible thereafter. BellSouth shall use best efforts to deliver ACTL codes and CFA prior to Space Acceptance. The delivery date for ACTL codes shall be no more than 5 bus days after Space Acceptance.
	6.5	10/29/99		X			Use of Certified Vendor—BellSouth shall provide a statement of the criteria of certifying vendors upon request. BellSouth shall not unreasonable withhold approval of any contractor proposed by TCI that meets the standard BellSouth criteria.
	6.8	10/29/99		X			Space Preparation—Added statement stating that in cases of legitimate billing disputes, BellSouth will permit TCI to review contractor

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							invoices with information redacted where necessary.
	6.9	10/29/99		X			Virtual Collocation Transition—Added “V to P in place” language.
	6.10	10/29/99		X			Cancellation—With regards to cancellation of an order, added statement that in accordance with the terms of its Agreement with the vendor, BellSouth will request that the vendor credit any charges for material that can be reapplied by the vendor and such charges shall not be deemed incurred by BellSouth.
	6.12	10/29/99		X			Added section regarding rulings of procedures or intervals by any state or federal regulatory agency.
	7.5.1	10/29/99		X			Power—Modified language regarding power plant construction charges. Added statement that the determination of whether Power plant construction is necessary shall be within BellSouth’s sole but reasonable discretion. BellSouth will notify TCI of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant construction if BellSouth were to perform the Power Plant construction.
	7.8	10/29/99		X			TCI will pay a late payment charge of the lessor of the legal rate or 1 ½ % assessed monthly.
	8.6	10/29/99		X			Deleted requirement for TCI to conform to

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							recommendations made by BellSouth's fire insurance company.
	9	10/29/99	X				
	10	10/29/99	X				
	11.3	10/29/99		X			Use of Supplies—Reciprocal.
	11.4	10/29/99		X			Use of Official Lines—TCI will not be provided an official line; however, they may order such lines out of BellSouth's tariff.
	11.6	10/29/99		X			Added section that states that TCI will not repeatedly delay TCI's entry into a Premises or access to its collocated equipment. BellSouth will provide TCI with reasonable access to restroom facilities and parking.
	12	10/29/99	X				
	13	10/29/99	X				
	14	10/29/99		X			
	Exhibit A	10/29/99		X			Used 1Q00 rates for all states which included final rates in NC. Also, used Co-Carrier Cross Connect rates as filed in the Florida tariff in March, 2000 for use in all states. Interim in all states except FL.
	Exhibit B	10/29/99	X				

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5-Access to Numbers & Number Portability	1.1	01/07/00		X			Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ, or to request and be assigned, any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center and Rating Points corresponding to such NXX Codes.
	1.3	01/07/00		X			Deleted this phrase: TCI acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that TCI cancel its reservations of numbers. TCI shall comply with such request
	2	01/07/00		X			Added additional language on the deployment of LNP, and a description

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							of LNP
	2.3.1.5	01/07/00		X			Added sentence to section: Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.
	2.4	01/07/00		X			Added INP requirements ie SS7 TCAP messages as required for the implementation of CLASS or other features, either party will pass all CPN or ANI, BSt will not issue TLN based calling card numbers that port their numbers to TCI, BST will cooperate in resolving all service calls involving the other party's service.
	2.5	01/07/00		X			Added language for Number Portability through NXX migration.
	3	01/07/00		X			Added language for the transition to permanent Number Portability.
	4	01/07/00	X				

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	5	01/07/00		X			Added the following paragraph: In calculating the percentages above, all orders submitted via BellSouth's mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.
	Exhibit A						
6-Ordering/Provisioning	1	10/29/99					
	2	10/29/99					
	2.2.1	10/29/99		X			BellSouth shall make LENS and TAG available for preorder functions.
	2.2.2	10/29/99		X			Each pre-order interface shall be available except for downtime attributable to maintenance and upload, twenty-four (24) hours a day, seven (7) days a week.
	2.2.3	10/29/99		X			TCI can reserve vanity number for up to 30 days for end users.
	2.2.4	10/29/99		X			All CSRs must be in english text and all other data shall be in a mutually agreed upon nomenclature.
	2.2.5	10/29/99		X			BellSouth shall provide TCI with

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							preorder information in batch transmission to the extent available.
	2.5	10/29/99		X			BellSouth will use best efforts to issue such documents thirty (300 days in advance of changes.
	3	10/29/99					
	3.4	10/29/99		X			Added that language that states that preordering and ordering is available to though the electronic interfaces 7 days a week and 24 hours a day.
	3.8.1	10/29/99		X			BellSouth will provide the DLRs for designed UNEs
	3.8.2	10/29/99		X			BellSouth will provide advance notice and details on NPA splits.
	3.9	10/29/99		X			Access to RSAG via LENS or TAG, and NP sublets via the BFR process.
	3.10	10/29/99		X			Parties shall establish methods and procedures for handling misdirected call from TCI end users.
	3.11	10/29/99		X			BellSouth shall provide order format specifications
	3.12	10/29/99		X			BellSouth shall provide TCI with

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							standard expected provisioning intervals for UNEs.
	3.13	10/29/99		X			BellSouth shall not reconfigure any TCI services arrangements w/out TCIs direction.
	3.14	10/29/99		X			Parties shall provide a generic intercept referral message that includes the new TN of an end use for the same period of time as done for BST end user.
	3.15	10/29/99		X			BellSouth shall perform all pretest necessary to ensure that services meet specifications
	3.16	10/29/99		X			Leave behind material shall be non branded.
	3.17	10/29/99		X			If TCI end users request a change at the time of installation the BST technician shall direct the TCI end user to a toll free number
	3.18	10/29/00		X			BellSouth shall provide telephone and/or facsimile notification to TCI of any TCI end user service requests and charges therefore not authorized on the TCI service request, and obtain TCI's

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							approval prior to commencing work.
	3.19	10/29/99		X			Each party shall train its employees that have contact with the other parties end users.
	3.20	10/29/99		X			If BellSouth misses the set due date, BellSouth shall notify BellSouth by the end of the day if it is an expedite, or otherwise by noon the following business day.
	3.21	10/29/99		X			TCI and BellSouth shall agree to the escalation procedures for resolving questions and disputes related to ordering and provisioning. The parties shall use best efforts to notify each other of any modifications within 10 days.
	3.22	10/29/99		X			If TCI uses electronic interface- FOC should be posted in the interface w/in 24 hours, if submitted otherwise BellSouth should transmit the FOC w/in 48 hours after receipt of the

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							service order. When TCI submits a complete and correct LSR for SPNP and an associated unbundled Loop simultaneously, BellSouth shall likewise issue a FOC for both the Loop and the SPNP simultaneously.
	3.23	10/29/99		X			BellSouth shall notify TCI of rejections or Errors in 95% of mechanized orders w/in 1 hour of BST's receipt of order, and 85 % on non-mechanized and partially mechanized orders w/in 48 hours of receipt of order.
	3.24	10/29/99		X			No manual ordering charges shall apply to local service request submitted by TCI when BellSouth's existing electronic interfaces normally utilized by TCI are unavailable for reasons other than scheduled maintenance or other scheduled activities for which advance notification is required and provided by BellSouth
7-Billing & Billing Accuracy Certification	1	10/29/99	X				
	1.7			X			Added language on what qualifies as a

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							Bona fide Disputes.
	1.8			X			Revised the language to include the following language: BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment and on a nondiscriminatory basis, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. In determining the security deposit so required, BellSouth will review TCI's Dunn & Bradstreet ratings; TCI's payment history with BellSouth, and payment history with others as available; the number of years TCI has been in business; TCI's management history and managers' length of service with TCI; liens, suits and judgments against TCI; UCC-1 filings against TCI's assets; and, to the extent available, TCI's financial information
	2	10/29/99	X				
	3	10/29/99	X				
	3.2			X			In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs. There will be no late

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							payment interest if the withholding party prevails in the dispute.
	4	10/29/99	X				
	5	10/29/99	X				
	6	10/29/99	X				
	7	10/29/99	X				
	Exhibit A	10/29/99	X				
8-ROW/Conduits/PoleAttachment	1	10/29/99	X				
9-Perf Measurement	Scope	03/06/00	X				
	Reporting	03/06/00	X				
	Enforcement Mechanisms	03/06/00		X			Added language that states that when BellSouth gets 271 in any state that the enforcement mechanisms shall apply in each state w/in the nine bellSouth region.
	Appendix A	03/06/00	X				
	Appendix B	03/06/00	X				
	Appendix C	03/06/00	X				
	Appendix D	03/06/00	X				
	Appendix E			X			Added language that states that if the

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							FCC or state commission orders any standards, measurements, or performance req. in addition to or different than reflected in the Agreement, the parties can elect to amend the Agreement.
Attachment 10 – Agreement Template		2/29/00	X				
Attachment 11- BellSouth Disaster Recovery Plan		2/29/00	X				
Attachment 12				X			Added attachment setting forth the BFR/NBR procedures.

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and TriVergent Communications, Inc. (“TCI”), a South Carolina corporation, on behalf of itself and its certificated operating affiliates identified in Part C hereof, and shall be deemed effective as of June 30, 2000. This Agreement may refer to either BellSouth or TCI or both as a “Party” or “Parties “.

WITNESSETH

WHEREAS, BellSouth is an incumbent local exchange telecommunications company (“ILEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, TCI is an alternative local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to resell BellSouth’s telecommunications services and/or interconnect their facilities, for TCI to purchase network elements and other services from BellSouth, and to exchange traffic specifically for the purposes of fulfilling their applicable obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 (“the Act”).

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and TCI agree as follows:

1. **Purpose**

The resale, access and interconnection obligations contained herein enable TCI to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that TCI will not be considered to have offered telecommunications services to the public in any state within BellSouth’s region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers. Furthermore, the Parties agree that execution of this agreement will not preclude either party from advocating its position before the Commission or a court of competent jurisdiction.

2. **Term of the Agreement**

- 2.1 The term of this Agreement shall be three years, beginning June 30, 2000 and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.
- 2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 2.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth or TCI terminates this Agreement as provided above, BellSouth shall continue to offer services to TCI pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to TCI

pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

3. **Ordering Procedures**

3.1 To the extent not already provided, State shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered, provided however that nothing required in these guides shall override TCI's rights or BellSouth's obligations under this Agreement.

3.3 TCI shall pay charges for Operational Support Systems (OSS) as specifically set forth in Attachments 1, 2, 3, 5 and 7 of this agreement, as applicable.

4. **Parity**

When TCI purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to TCI shall be at least equal in quality to that which BellSouth provides to itself. The provisioning intervals for network elements shall be at least equal to, but no longer than, those that BellSouth provides to itself. BellSouth shall make available network elements to TCI on the same terms and conditions as BellSouth provides to its affiliates, subsidiaries, end-users and any other carriers. The quality of the interconnection between the networks of BellSouth and the network of TCI shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by TCI.

5. **White Pages Listings**

BellSouth shall provide TCI and its customers access to white pages directory listings under the following terms:

5.1 Listings. BellSouth or its agent will include TCI residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between TCI and BellSouth subscribers.

5.2 Rates. BellSouth and TCI will provide to each other subscriber primary listing information in the White Pages at no charge except for applicable service order charges as set forth in the applicable tariffs.

5.3 Procedures for Submitting TCI Subscriber Information. BellSouth will provide to TCI a magnetic tape or computer disk containing the proper format for submitting subscriber listings. TCI will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

5.3.1 Notwithstanding any provision(s) to the contrary, TCI agrees to provide to BellSouth, and BellSouth agrees to accept, TCI's Subscriber Listing Information (SLI) relating to TCI's customers in the geographic area(s) covered by this Interconnection Agreement. TCI authorizes BellSouth to release all such TCI SLI provided to BellSouth by TCI to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such TCI SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

5.3.2 No compensation shall be paid to TCI for BellSouth's receipt of TCI SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of TCI's SLI, or costs on an ongoing basis to administer the release of TCI SLI, TCI shall pay to BellSouth its proportionate share of the reasonable and nondiscriminatory costs associated therewith.

5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by TCI under this Agreement. TCI shall indemnify, hold harmless and defend

BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate TCI listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to TCI any complaints received by BellSouth relating to the accuracy or quality of TCI listings.

- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. TCI will be required to provide to BellSouth the names, addresses and telephone numbers of all TCI customers that wish to be omitted from directories.
- 5.5 Inclusion of TCI Customers in Directory Assistance Database. BellSouth will include and maintain TCI subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and TCI will adhere to appropriate procedures regarding lead time, timeliness, format and content of listing information as set forth in the BellSouth Local Interconnection and Facility Based Ordering Guide.
- 5.6 Listing Information Confidentiality. BellSouth will accord TCI's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to TCI's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to TCI subscribers at no charge and within the same time frame as BellSouth delivers such directories to its own subscribers.

6. **Bona Fide Request/New Business Request Process for Further Unbundling**

Subject to 47 C.F.R. 51.317 and 47 C.F.R. 51.319 BellSouth shall, upon request of TCI, provide to TCI access to network elements not identified in this agreement at any technically feasible point for the provision of TCI's telecommunications service. . Any request by TCI for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 12 of this Agreement.

7. **Local Dialing Parity**

BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. TCI End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, TCI End Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

8. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**

8.1 To the extent technically feasible, BellSouth maintains call detail records for TCI end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for TCI end users for the same length of time it maintains such information for its own end users.

8.2 TCI agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to TCI end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.3 TCI agrees that in cases where TCI receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to TCI end users, TCI will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.4 Where BellSouth is providing to TCI telecommunications services for resale or providing to TCI the local switching function, then TCI agrees that in those cases

where TCI receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to TCI end users, if TCI does not have the requested information, TCI will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

- 8.5 TCI will provide TCI end user and/or other customer information that is available to TCI in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for TCI end user and/or other customer information to TCI for the purpose of providing this information to the law enforcement agency.

9. **Liability and Indemnification**

- 9.1 **BellSouth Liability.** BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible TCI revenues.

- 9.2 **TCI Liability.** In the event that TCI consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of TCI under this Agreement.

- 9.3 **Liability for Acts or Omissions of Third Parties.** Neither BellSouth nor TCI shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

- 9.4 **Limitation of Liability.**

- 9.4.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by TCI, any TCI Customer or by any other Person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by TCI, any TCI Customer or any other Person or entity, resulting from the gross negligence or willful misconduct of BellSouth, shall not be subject to such limitation of liability.

- 9.4.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth Customer or by any other Person or entity, for damages associated with any of the services provided by TCI

pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, TCI's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth Customer or any other Person or entity resulting from the gross negligence or willful misconduct of TCI, shall not be subject to such limitation of liability.

- 9.4.3 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.
- 9.4.4 Neither BellSouth nor TCI shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 9.4.5 Except in case of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 9.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or

damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

- 9.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

10. **Intellectual Property Rights and Indemnification**

- 10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. TCI is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.
- 10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

- 10.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 10.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 10.4.2 obtain a license sufficient to allow such use to continue.
- 10.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 10.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 10.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
11. **Treatment of Proprietary and Confidential Information**
- 11.1 Confidential Information. It may be necessary for BellSouth and TCI to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and TCI shall receive such Information and not disclose such Information. BellSouth and TCI shall protect the Information received from distribution, disclosure or

dissemination to anyone except employees of BellSouth and TCI with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and TCI will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

- 11.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or TCI to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or TCI; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

12. **Assignments**

Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that, so long as the performance of any assignee is guaranteed by the assignor: (i) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party and (ii) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other, to any person or entity that obtains control of all or substantially all of such assigning Party's assets, by stock purchase, asset purchase, merger, foreclosure, or otherwise. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

13. **Escalation Procedures**

Each Party hereto shall provide the other party hereto with the names and telephone numbers or pagers of their respective managers up to the Vice Presidential level for the escalation of unresolved matters relating to their performance of their duties under this Agreement. Each Party shall supplement and update such information as necessary to facilitate prompt resolution of such matters. Each Party further agrees to establish an automatic internal escalation procedure relating to unresolved disputes arising under this Agreement.

14. **Expedite Procedures**

Each Party shall promptly establish a nondiscriminatory procedure for expediting installation and repair of facilities provided pursuant to this Agreement.

15. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission, the FCC or a court of law for resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their obligations under the Agreement while any dispute resolution is pending

16. **Taxes**

16.1 **Definition.** For purposes of this Section, the terms “taxes” and “fees” shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

16.2 **Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.**

16.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

16.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

16.3 **Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.**

16.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

16.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

16.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing

Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 16.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 16.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 16.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 16.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 16.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 16.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 16.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing

Party at the time that the respective service is billed. The Parties agree to use best efforts to bill taxes promptly.

- 16.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. Both Parties shall retain the right to contest the imposition of such taxes and fees. However, the Party contesting the imposition of such taxes and fees shall bear the resulting expense.
- 16.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 16.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 16.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 16.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 16.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

17. **Network Maintenance and Management**

- 17.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.
- 17.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.
- 17.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.
- 17.4 BellSouth agrees to provide TCI prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to TCI under the terms of this Agreement.

18. **Changes In Subscriber Carrier Selection**

- 18.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from an TCI Customer or another LEC in order to process an TCI order for Resale Service for an TCI End User. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary Local Exchange Carrier, unless already done so, TCI shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by TCI under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.
- 18.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"),

the Party receiving the End User complaint shall switch or caused to be switched that End User back to his preferred carrier in accordance with Applicable Law.

19. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

20. **Year 2000 Compliance**

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called “Systems”) delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multcentury formulas and date values, and date data interface values that reflect the century.

21. **Modification of Agreement**

21.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to TCI at the same rates and terms and conditions of any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

21.2 If TCI changes its name or makes changes to its identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of TCI to notify

BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

21.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

21.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

21.5 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of TCI or BellSouth to perform any material terms of this Agreement, TCI or BellSouth may, on fifteen (15) business days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) business days after such notice, the Dispute may be referred to the Dispute Resolution procedure set forth in Section 12. In the event that the Parties reach agreement as to the new terms consistent with the above, the Parties agree to make the effective date of such amendment retroactive to the effective date of such Order consistent with this section, unless otherwise stated in the relevant Order.

22. **Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

23. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Georgia.

24. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

25. **Notices**

25.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

TriVergent Communications, Inc.

TriVergent Communications, Inc.
Suite 303
200 North Main Street
Greenville, SC 29601

Hamilton E. Russell, III
Executive Vice President of Regulatory Affairs
TriVergent Communications, Inc.
Suite 303
200 North Main Street
Greenville, SC 29601
e-mail address: brussell@trivergent.com
Phone: 864-331-7323
Facsimile: 864-331-7144

and

Riley Murphy, Esq.
General Counsel
TriVergent Communications, Inc.
Suite 303
200 North Main Street
Greenville, SC 29601
e-mail address: rmurphy@trivergent.com
Phone: 864-331-7318
Facsimile: 864-331-7146

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 25.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 25.3 BellSouth shall provide TCI notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

26. **Relationship of Parties**

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

27. **Third Party Beneficiaries**

This Agreement does not provide, and shall not be construed to provide, third parties with any benefit, remedy, claim, liability, reimbursement, cause of action, or other privilege.

28. **Cooperation on Preventing End User Fraud**

The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

29. **Good Faith Performance**

In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

30. **Independent Contractors**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

31. **Subcontracting**

If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

32. **Severability**

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 13.

33. **Survival of Obligations**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

34. **Customer Inquiries**

34.1 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

34.2 Each Party shall ensure that each of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 46.1 to callers who inquire about the other Party's services or products, and (ii) do

not in any way disparage or discriminate against the other Party or its products or services.

35. **Compliance with Applicable Law**

35.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law, and nothing herein shall be deemed to prevent either Party from recovering its cost or otherwise billing the other Party for compliance with the Order to the extent required or permitted by the term of such Order.

35.2 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

36. **Labor Relations**

Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

37. **Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")**

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance, and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

38. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

39. **Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

40. **Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

41. **Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

42. **Implementation of Agreement**

If TCI is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement or within 30 days of TCI placing its first order, whichever is later, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

43. **Additional Fair Competition Requirements**

43.1 In the event that either Party transfers facilities or other assets to an Affiliate which are necessary to comply with its obligations under this Agreement, the obligations hereunder shall survive and transfer to such Affiliate.

43.2 BellSouth shall allow local exchange customers of TCI to select BellSouth for the provision of intraLATA toll services on a nondiscriminatory basis; provided, however, that prior to establishment of BellSouth as the intraLATA toll carrier for TCI local exchange customers, the Parties shall negotiate a billing and collections agreement on commercially reasonable terms whereby TCI shall bill the customer on BellSouth's behalf and shall collect from the customer and remit to BellSouth intraLATA toll revenues. TCI agrees to bill its customers on BellSouth's behalf for both presubscribed and "dial around" intraLATA toll traffic. The Parties shall exchange customer record data on a timely basis as necessary to bill such customers for intraLATA toll usage.

- 43.3 BellSouth shall not use information derived from providing services or facilities to TCI to create a lead or other information base for a “winback” sales program.

44. **Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, TCI shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by TCI.

45. **Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by TCI. TCI shall elect said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.

signature on file
Signature

Jerry D. Hendrix
Name

Sr. Director
Title

06/30/2000
Date

TriVergent Communications, Inc.

signature on file
Signature

Riley M. Murphy
Name

Sr. Vice President and General Counsel
Title

June 30, 2000
Date

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

Commission is defined as the appropriate regulatory agency in each of the states in BellSouth’s nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

Intermediary Function is defined as the delivery of traffic from TCI, a CLEC other than TCI or another telecommunications carrier through the network of BellSouth or TCI to an end user of TCI, a CLEC other than TCI or another telecommunications carrier.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party’s local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is as defined in Attachment 3.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing (“MECAB”) means the document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (“ATIS”) and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement. BellSouth will provide packet switching capability only to the extent required pursuant to FCC rules. BellSouth will make Operator Call Processing and Directory Assistance Services available at the rates set forth in Exhibit C of Attachment 2 of this Agreement.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate “non-intermediary” minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all “non-intermediary”, local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all “non-intermediary” local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged

among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points (“SCPs”) are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points (“STPs”) are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 (“SS7”) messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between TCI designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

Telecommunications means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (“Act”) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

SCHEDULE OF TRIVERGENT COMMUNICATIONS, INC. OPERATING AFFILIATES

Trivergent Communications, Inc. (AL, FL, GA, KY, LA, MS, NC, SC, TN)

Attachment 1

Resale

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RESALE

1. Discount Rates

The rates pursuant by which TCI is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area
- 2.7 RESALE means an activity wherein a certificated CLEC, such as TCI subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an CLEC, such as TCI, may offer resold local exchange telecommunications service.

3. General Provisions

- 3.1 TCI may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. The Parties do not however waive their rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. The Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms

consistent with the outcome of the appeal. TCI may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

- 3.1.1 TCI must resell services to other end users.
- 3.1.2 TCI must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
- 3.1.3 TCI cannot be an alternative local exchange telecommunications company for the single purpose of selling to itself.
- 3.2 The provision of services by BellSouth to TCI does not constitute a joint undertaking for the furnishing of any service.
- 3.3 TCI will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from TCI for all services.
- 3.4 TCI will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.6 BellSouth maintains the right to serve directly any end user within the service area of TCI. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of TCI.
- 3.7 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.8 Current telephone numbers are assigned to the service furnished and may normally be retained by the end user. Neither Party has property rights to the telephone number or any other call number designation associated with services furnished by BellSouth. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both in a non-discriminatory manner and at parity.
- 3.9 For the purpose of the resale of BellSouth's telecommunications services by TCI, BellSouth will provide TCI with an on line access to telephone numbers for reservation on a first come first serve basis. TCI shall be able to reserve telephone numbers to the same extent that BellSouth's retail operations may reserve telephone numbers. TCI acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC). In such instances BellSouth may request that TCI cancel its reservations of numbers, and any such request will be made in a non-discriminatory manner and at parity. TCI shall comply with such request.
- 3.10 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.11 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.12 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

- 3.13 BellSouth accepts no responsibility to any person for any unlawful act committed by TCI or its end users as part of providing service to TCI for purposes of resale or otherwise.
- 3.14 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.14.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 3.14.2 Cause damage to BellSouth's plant;
 - 3.14.3 Impair the privacy of any communications; or
 - 3.14.4 Create hazards to any BellSouth employees or the public.
- 3.15 Facilities and/or equipment utilized by BellSouth to provide service to TCI remain the property of BellSouth.
- 3.16 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.17 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. TCI agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that TCI will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the TCI in which the service is provided.
- 3.18 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered, from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment. Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Simplified Message Desk Interface - Enhanced ("SMDI-E")
 - Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dial tone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.19 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

- 3.20 BellSouth shall notify TCI in advance of long term promotions (offered for longer than ninety (90) days) by posting a notice on its website.

3.21 New Resale Services; Changes in Provision of Resale Services

BellSouth shall use best efforts to provide TCI forty-five (45) days advance notice via Internet posting of changes to the prices, terms or conditions of services available for Resale. To the extent that revisions occur between the time BellSouth notifies TCI of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify TCI of such revisions consistent with its internal notification process; provided that, TCI shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. In addition, upon request BellSouth shall furnish TCI with copies of publicly available service descriptions regarding the Resale Services. Notwithstanding the foregoing, TCI shall not utilize any such BellSouth service descriptions as part of its own sales or marketing efforts.

4. **BellSouth's Provision of Services to TCI**

- 4.1 TCI agrees that its resale of BellSouth services shall be as follows:

- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by TCI to establish authenticity of use. Consistent with Section 4.2 below. Such audit shall not occur more than once in a calendar year. TCI shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

- 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services.

- 4.3 TCI may resell services only within the specific resale service area as defined in its certificate.

- 4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

5. **Maintenance of Services**

- 5.1 TCI will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service. Any conflict between the terms of the Operational Understanding Agreement and this Agreement shall

be resolved in favor of this Agreement. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

- 5.2 TCI or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.3 TCI accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 TCI will be BellSouth's single point of contact for all repair calls on behalf of TCI's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.5 TCI will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.6 For all repair requests, TCI accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.7 BellSouth will bill TCI for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.8 BellSouth reserves the right to contact TCI's end users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, TCI will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for TCI's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from TCI that a current end user of BellSouth will subscribe to TCI's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for TCI's end user customer. TCI must, however, be able to demonstrate end user authorization upon request.
- 6.5 TCI will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from TCI to BellSouth or will accept a request from another CLEC for conversion of the end user's service from TCI to the other LEC. BellSouth will notify TCI that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to TCI has occurred, BellSouth, upon customer request, will reestablish service with the appropriate local service provider and will assess TCI as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also

be assessed to TCI. These charges will be adjusted to reflect a full credit if TCI provides satisfactory proof of authorization. BellSouth will notify TCI within five (5) business days that such a request has been processed.

- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a reasonable and nondiscriminatory form of security deposit unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves TCI from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment and on a nondiscriminatory basis, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that TCI defaults on its account, service to TCI will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 6.8 Orders to switch services "as is" shall be treated as a change of service and shall *not* be treated as a disconnection and subsequent reconnection of service.

7. Payment And Billing Arrangements

- 7.1 To the extent TCI has not already done so, prior to submitting orders to BellSouth for local service, a master account must be established for TCI. TCI is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. BellSouth shall bill TCI on a current basis all applicable charges and credits.
- 7.2 Payment of all charges will be the responsibility of TCI. TCI shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by TCI from TCI's end user. BellSouth will not become involved in billing disputes that may arise between TCI and its end user, except as provided herein. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 7.3 BellSouth will render bills each month on established bill days for each of TCI's accounts

- 7.4 BellSouth will bill TCI in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill TCI, and TCI will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees
- 7.5 The payment will be due by the next bill date, (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.1 If TCI requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to TCI.
- 7.7 Billing Disputes
- 7.7.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear, provided however that failure to raise a billing dispute within 60 days of the bill date shall not operate to waive such dispute. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 7.7.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.
- 7.7.3 If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
- 7.7.4 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, or within such other time as the parties may agree, either Party may file a complaint with the Commission or with a court of competent jurisdiction. The parties will comply with decisions of the court of Commission, subject to the appropriate rights to appeal.
- 7.7.5 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes a charge and does pay such charge by the payment due date, that Party will be entitled to a credit with interest if the dispute is resolved in favor of that Party. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late

payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

- 7.8 Upon proof of tax exempt certification from TCI, the total amount billed to TCI will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. TCI will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to TCI's end user.
- 7.9 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.
- 7.10 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to TCI.
- 7.11 BellSouth will not perform billing and collection services for TCI as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.12 Pursuant to 47 CFR Section 51.617, BellSouth will bill TCI end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 7.13 In general, BellSouth will not become involved in disputes between TCI and TCI's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, TCI shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with TCI to resolve the matter in as timely a manner as possible. TCI may be required to submit documentation to substantiate the claim.

8. **Discontinuance of Service**

- 8.1 The procedures for discontinuing service to an end user are as follows:
 - 8.1.1 Where possible, BellSouth will deny service to TCI's end user on behalf of, and at the request of, TCI. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of TCI.
 - 8.1.2 At the request of TCI, BellSouth will disconnect a TCI end user customer.
 - 8.1.3 All requests by TCI for denial or disconnection of an end user for nonpayment must be in writing.
 - 8.1.4 TCI will be made solely responsible for notifying the end user of the proposed disconnection of the service.
 - 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise TCI when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by TCI and/or the end user against any claim, loss or damage arising from providing this

information to TCI. It is the responsibility of TCI to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to TCI are as follows:

- 8.2.1 BellSouth reserves the right to suspend or terminate service. BellSouth will provide notice and an opportunity to cure, not to exceed five business days, in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by TCI of the rules and regulations of BellSouth's Tariffs
- 8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to TCI that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to the person designated by TCI to receive notices of noncompliance, and discontinue the provision of existing services to TCI at any time thereafter.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and TCI's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to TCI without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, TCI's services will be discontinued. Upon discontinuance of service on a TCI's account, service to TCI's end users will be denied. BellSouth will also reestablish service at the request of the end user or TCI upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. TCI is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. **Resale of Customer Specific Arrangements**

- 9.1 CSAs shall be available for resale at the wholesale discount set forth in Exhibit A of this Attachment; provided, however, that in the event the Commission establishes a specific discount for CSAs such discount shall apply thereafter. TCI may resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when the quantity of use; time of use; manner of service; and costs of rendering the service are the same. In cases where TCI resells an existing CSA, no termination or rollover charges shall apply to the assignment of the CSA to TCI provided that TCI assumes the obligations set forth within the CSA. Notwithstanding the foregoing, BellSouth may impose a single service order charge (not to exceed

the level of tariffed service order charges for comparable services) to recover the cost of changing the billing name on the account.

10. **Line Information Database (LIDB)**

- 10.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 10.2 BellSouth will provide LIDB Storage upon written request to TCI Account Manager stating requested activation date.

11. **RAO Hosting**

- 11.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.
- 11.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

12. **Optional Daily Usage File (ODUF)**

- 12.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.
- 12.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

13. **Enhanced Optional Daily Usage File (EODUF)**

- 13.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.
- 13.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

14. **Calling Name Delivery (CNAM) Database Service**

- 14.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit G. Rates for CNAM are as set forth in Exhibit H of this Attachment.
- 14.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

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APPLICABLE DISCOUNTS

The telecommunications services available for purchase by TCI for the purposes of resale to TCI end users shall be available at the following discount off of the retail rate.

DISCOUNT*

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs***</u>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

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OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which TCI may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces	<u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMECS	SOMAN

Note: The OSS charges shall be paid in addition to and not in lieu of recurring and non-recurring charges applicable to the services ordered.

DENIAL/RESTORAL SERVICE CHARGE

In the event TCI provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

CANCELLATION OSS CHARGE

TCI will incur an OSS charge for an accepted LSR that is later canceled by TCI.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

THRESHOLD BILLING PLAN

The Parties agree that TCI will incur the mechanized rate for all LSRs, both **mechanized (LENS, EDI, EDI-PC, and TAG)** and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

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In calculating the percentages above, all orders submitted via BellSouth's mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g., May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

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**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch SM Svc (See Note 6)	Yes	yes	Yes	yes	Yes	yes	Yes	yes	Yes	Yes
9	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Type of Service		MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch SM Svc (See Note 6)	Yes	yes	Yes	yes	Yes	yes	Yes	yes
9	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

- Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - the stated tariff rate, less the wholesale discount;
 - the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

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- 4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, the TCI is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, TCI shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. TCI must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. TCI is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that TCI may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
- 5 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 6 AdWatchSM Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

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**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST will suspend or restore individual LIDB accounts of TCI customers as instructed by TCI. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further

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understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of June 26, 2000, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

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III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

In the absence of gross negligence or willful misconduct, neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage

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VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and

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the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated June 26, 2000, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the 26th day of June, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BST.
- E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered

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invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening – refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information – information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or

EXHIBIT C

special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

EXHIBIT D

CMDS/RAO Hosting

- 1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to TCI by BellSouth will be in accordance with the methods and practices conforming to accepted industry standards during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and agreed to by TCI.
2. To the extent not already provided, TCI shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to TCI on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement
- 4 TCI must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from TCI to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of TCI and will coordinate all associated conversion activities.
- 5 BellSouth will receive messages from TCI that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from TCI.
- 7 All data received from TCI that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 8 All data received from TCI that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 9 BellSouth will receive messages from the CMDS network that are destined to be processed by TCI and will forward them to TCI on a daily basis.
- 10 Transmission of message data between BellSouth and TCI will be via CONNECT:Direct.
- 11 All messages and related data exchanged between BellSouth and TCI will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 12 TCI will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 13 Should it become necessary for TCI to send data to BellSouth more than sixty (60) days past the message date(s), TCI will notify BellSouth in advance of the transmission of the data. If there will be impacts

EXHIBIT D

outside the BellSouth region, BellSouth will work with its connecting contractor and TCI to notify all affected Parties.

- 14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or TCI) identified and agreed to, the company responsible for creating the data (BellSouth or TCI) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 15 Should an error be detected by the EMI format edits performed by BellSouth on data received from TCI, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify TCI of the error condition. TCI will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, TCI will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 16 In association with message distribution service, BellSouth will provide TCI with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 18 RAO Compensation
- 18.1 Rates for message distribution service provided by BellSouth for TCI are as set forth in Exhibit A to this Attachment.
- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 18.3 Data circuits (private line or dial-up) will be required between BellSouth and TCI for the purpose of data transmission. Where a dedicated line is required, TCI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TCI will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to TCI. Additionally, all message toll charges associated with the use of the dial circuit by TCI will be the responsibility of TCI. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 18.4 All equipment, including modems and software, that is required on the TCI end for the purpose of data transmission will be the responsibility of TCI.
- 19 Intercompany Settlements Messages
- 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by TCI as a facilities based provider of local exchange telecommunications services outside the BellSouth region.

EXHIBIT D

Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between TCI and the involved company(ies), unless that company is participating in NICS.

- 19.2 Both traffic that originates outside the BellSouth region by TCI and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by TCI, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by TCI, involves a company other than TCI, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once TCI is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of TCI. BellSouth will distribute copies of these reports to TCI on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of TCI. BellSouth will distribute copies of these reports to TCI on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by TCI from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of TCI. BellSouth will remit the revenue billed by TCI to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on TCI. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to TCI via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by TCI within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of TCI. BellSouth will remit the revenue billed by TCI within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to TCI via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and TCI agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

EXHIBIT E

Optional Daily Usage File (ODUF)

1 Upon written request from TCI, BellSouth will provide the Optional Daily Usage File (ODUF) service to TCI pursuant to the terms and conditions currently in place between BellSouth and TCI.

2 TCI shall furnish, to the extent not already furnished, the following information required by BellSouth for the provision of the Optional Daily Usage File:

3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a TCI customer.

Charges for delivery of the Optional Daily Usage File will appear on the TCI's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of the TCI will be the responsibility of the TCI. If, however, the TCI should encounter significant volumes of errored messages that prevent processing by the TCI within its systems, BellSouth will work with the TCI to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to TCI:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 8XX Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service
- 9XX Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

EXHIBIT E

- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to TCI.
- 6.1.4 In the event that TCI detects a duplicate on Optional Daily Usage File they receive from BellSouth, TCI will drop the duplicate message (TCI will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

- 6.2.1 The Optional Daily Usage File will be distributed to TCI via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and TCI for the purpose of data transmission. Where a dedicated line is required, TCI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TCI will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to TCI. Additionally, all message toll charges associated with the use of the dial circuit by TCI will be the responsibility of TCI. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on TCI end for the purpose of data transmission will be the responsibility of TCI.

6.3 Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to TCI which BellSouth RAO that is sending the message. BellSouth and TCI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by TCI and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

- 6.4.1 TCI will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. TCI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to TCI by BellSouth.

6.5 Control Data

TCI will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate TCI received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will

EXHIBIT E

be populated using standard ATIS EMI error codes for packs that were rejected by TCI for reasons stated in the above section.

6.6 Testing

- 6.6.1 Upon request from TCI, BellSouth shall send test files to TCI for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that TCI set up a production (LIVE) file. The live test may consist of TCI's employees making test calls for the types of services TCI requests on the Optional Daily Usage File. These test calls are logged by TCI, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent. TCI shall not be required to repeat testing completed during the deployment of its facilities and electronic interfaces.

EXHIBIT F

Enhanced Optional Daily Usage File (EODUF)

1 Upon written request from TCI, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to TCI pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2 To the extent not already provided, TCI shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File³. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on TCI's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of TCI will be the responsibility of TCI. If, however, TCI should encounter significant volumes of errored messages that prevent processing by TCI within its systems, BellSouth will work with TCI to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to TCI:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR).
The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to TCI.

6.1.3 In the event that TCI detects a duplicate on Enhanced Optional Daily Usage File that it receives from BellSouth, TCI will drop the duplicate message (TCI will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

EXHIBIT F

- 6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to TCI over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among TCI's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and TCI for the purpose of data transmission. Where a dedicated line is required, TCI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TCI will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to TCI. Additionally, all message toll charges associated with the use of the dial circuit by TCI will be the responsibility of TCI. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on TCI end for the purpose of data transmission will be the responsibility of TCI.
- 6.3 Packing Specifications
 - 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to TCI which BellSouth RAO that is sending the message. BellSouth and TCI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by TCI and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH/TCI RATES
ODUF/EDOUF/CMDS

RATES BY STATE										
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EDOUF/CMDS										
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.0001179	\$0.008	\$0.0002862	\$0.008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CMDS: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
* Volume and term arrangements are also available.										
NOTES: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.										

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.
- 1.2 BellSouth shall, upon request of TCI, and to the extent technically feasible, provide to TCI access to its network elements for the provision of TCI's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.3 TCI may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner TCI chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by TCI for combining to the designated TCI collocation space. The network elements shall be provided as set forth in this Attachment.
- 1.4 BellSouth will provide the following combined network elements for purchase by TCI. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:
- SL1 or SL2 loop and cross connect
 - Port and cross connect
 - Port and cross connect and common (shared) transport
 - Port and vertical features
 - SL2 Loop with loop concentration
 - Port and common (shared) transport
 - SL1 or SL2 Loop and LNP

- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.6 TCI will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service, provided however that nothing required in this Work Center Operational Understanding Agreement shall override TCI's rights or BellSouth's obligations under this Agreement.

2. Unbundled Loops

- 2.1 BellSouth agrees to offer access to loops pursuant to the following terms and conditions and at the rates set forth in this Attachment.

2.2 Definition

- 2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each loop will be provisioned with a NID.
- 2.2.2 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.
- 2.2.3 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."
- 2.2.4 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical cut-overs will be scheduled as follows:
 - 2.2.4.1 For a coordinated conversion i.e. stand alone INP, INP and LNP with loop or stand alone loop where order coordination is provided for in this agreement, BellSouth shall verbally coordinate the disconnect with TCI and perform any switch translations so as to limit end user service outage. BellSouth and TCI will mutually agree upon a cut-over time 24 to 48 hours prior to the actual conversion. TCI may designate the conversion time when the conversion involves a loop with ILNP or LNP by ordering time specific conversion at rates designated in this agreement. For time specific conversions, BellSouth will verify the cut-over time designated by TCI 24 to 48 hours in advance to ensure that the conversion is to be

completed as ordered. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 15 minutes of the agreed time. For coordinated conversions, BellSouth's target intervals for service disruption to the end-user is 15 minutes or less for each loop.

- 2.2.4.2 Order coordination is not provided for in the provisioning of an SL1 loop. BellSouth will however, provide a notifier to the TCI when the physical wirework is completed for an SL1 loop with LNP. This notification will allow the TCI to ensure minimal end user loss of service, provided that TCI promptly sends the activate message to NPAC to port the number. BellSouth will use best efforts to notify TCI within thirty (30) minutes of the completion of the physical wire work.
- 2.2.4.3 BellSouth normal hours of operation are defined in Attachment 6. Provisioning outside of these hours will be billed at overtime rates for the number of employees supporting the after hours conversion.
- 2.2.4.4 Testing
- 2.2.4.4.1 BellSouth will perform the appropriate pre-service tests to ensure TCI dial tone is delivered to the appropriate connecting point. The timing of the test is based on the overall interval and type of the service being provisioned. Under normal intervals, testing for designed services are normally completed 24 hours in advance of the conversion. For non-designed services, dial tone is verified in time frames consistent with the same time frames that BellSouth uses to activate POTS services for it's own end users. In any event, BellSouth will advise TCI whenever connectivity cannot be verified with TCI and will work cooperatively with TCI to correct the problem. BellSouth will advise TCI at completion of the conversion or turn up of new services in order for TCI to accept or reject the services being provisioned. BellSouth will work cooperatively with TCI to ensure end user service outage is minimal.
- 2.2.4.4.2 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by TCI to the NID. Testing requested by TCI to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges it's own end users. Requests for field-testing where a dispatch is not required may be made by TCI and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in the previous paragraph.

BellSouth will place a tag on all unbundled loops that require a technician to be dispatched to the end user's premises during the provisioning process. The loop tag will include the CLEC's name and the circuit ID number. Otherwise, the loop will be tagged by BellSouth during the next scheduled maintenance or repair visit to the customer's location for that loop; or the loop may be tagged by the CLEC during their dispatch to that customer's location.

- 2.2.4.4.3 Cut-over intervals for ILNP, ILNP with loop and LNP with loop will be at parity with the intervals experienced by BellSouth end users, BellSouth itself or any other TCI as indicated in the results of the Service Quality Measurements published by BellSouth. In any event, BellSouth will use best efforts to convert each loop within fifteen (15) minutes.
- 2.2.4.4.4 BellSouth and TCI will jointly develop additional processes or procedures as the need arises to improve service delivery during the life of the agreement.
- 2.2.5 “Order Coordination – Time Specific” refers to service order coordination in which TCI requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. TCI may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If TCI specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.2.6 Where facilities are available, BellSouth will install unbundled loops at the same intervals that it does for itself, its end-users, and other CLECs at parity as described above. Where BellSouth does not provide intervals based on the above, BellSouth will be subject to the terms and conditions of the performance measures in accordance with Attachment 9. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by TCI, expedite charges will apply for intervals less than 5 days. The charges outlined in BST’s FCC # 1 Tariff, Section 5.1.1, will apply. BellSouth will bill expedite charges the same as BellSouth bills its wholesale customers and other CLECs. If TCI cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.
- 2.2.7 If TCI modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, reasonable costs incurred by BellSouth to accommodate the modification will be reimbursed by TCI. Upon request BellSouth will provide TCI an invoice detailing such charges.
- 2.2.8 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

- 2.2.8.1 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If TCI requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances, such charges will be consistent with BellSouth's applicable tariffs.
- 2.2.8.2 SL2 loops have test points, will be designed with a Design Layout Record provided to TCI, and will be provided with Order Coordination. The OC feature will allow TCI to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at the mutually agreed upon time during normal working hours.
- 2.2.9 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Designed Layout Record (DLR).
- 2.2.10 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 2.2.10.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination - Time Specific (OC-TS) will not be offered on UCLs.
- 2.2.11 As a chargeable option on all loops except UVL-SL1, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow TCI the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis. TCI will be responsible for testing and isolating troubles on the loops. Once TCI has isolated a trouble to the BellSouth provided loop, TCI will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will

repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

- 2.2.12 If TCI reports a trouble on loops and no trouble actually exists, BellSouth will charge TCI for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. Failure of BellSouth personnel to find trouble in BellSouth facilities will result in no charge if trouble is actually in those facilities but not discovered at the time.

2.3 Technical Requirements

- 2.3.1 To the extent available within BST's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: Voice Grade (designed and non-designed), basic rate ISDN (even if the loop uses digital loop carrier), ADSL, HDSL (2 and 4 wire), DS1, digital data (up to 64 kbps), primary rate ISDN, and copper loops that are capable of supporting xDSL services. If a requested loop type is not available, TCI can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet TCI's request.

- 2.3.1.1 These loop types may also support other telecommunications services that the CLEC may offer, including, but not limited to, Centrex, PBX (analog and data), and N x 64 kbps.

The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by TCI will be consistent with industry standards and BellSouth TR73600.

- 2.3.1.2 TCI may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered provided, however BellSouth will condition the loops consistent with TCI's request. For example, if TCI orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by TCI using the Special Construction process), BellSouth will only support that the loop has electrical continuity and balanced tip-and-ring.

- 2.3.1.3 In those cases where TCI has requested that BellSouth modify a loop so that it no longer meets the technical parameters for a specific loop (e.g., voice grade, ISDN, ADSL, etc.), the resulting modified loop will be ordered and maintained as a Unbundled Cooper Loop.

- 2.3.2 The loop shall be provided to TCI in accordance with the following Technical References:
- BellSouth's TR73600, Unbundled Local Loop Technical Specification
- 2.3.2.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
- 2.3.2.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.3.2.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.3.2.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
- 2.3.3 Universal Digital Channel (UDC) Loop
- 2.3.3.1 Due to technical limitations associated with certain DLC systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL service. Effective with this agreement, BellSouth will no longer reconfigure its ISDN-capable loop to support IDSL service.
- 2.3.3.2 Instead, BellSouth agrees to offer the Universal Digital Channel (UDC) loop as a part of their Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
- 2.3.3.3 Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.4 Loop Make-Up Service Inquiry
- 2.4.1 As an interim process until electronic access to loop make-up information is available, BellSouth shall make available to TCI a Loop Make-Up Service Inquiry process that will provide a description of the loop facility for a specific telephone number or the loop facility(ies) (DLC and/or copper) serving a specific address. This information will allow TCI to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by TCI.

2.4.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.

2.5 Unbundled Loop Modifications (Loop Conditioning)

2.5.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by TCI, whether or not BellSouth offers advanced services to the End User on that loop.

2.5.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders, and repeaters

2.5.3 BellSouth shall recover the cost of line conditioning requested by TCI through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 51.507 (e). Until such time as charges for loop conditioning have been approved by the Commission, TCI shall pay to BellSouth interim cost-based charges as set forth in this Attachment. Such charges shall be subject to true up, in accordance with Section 18.3 of this Attachment.

3. Integrated Digital Loop Carriers

The feeder portion of some loops may be provide by means of Integrated Digital Loop Carrier (IDLC). IDLC provides a fiber optic cable transmission path that travels directly into BellSouth's central office local switch. Where BellSouth uses IDLC ,if technically feasible and capacity does exist, BST will provide TCI with a Designed DS0 UVL by using alternative provisioning techniques including but not limited to such as "hairpinning" and DAC grooming. Alternative provisioning techniques will be provided at no additional cost to TCI. Hairpinning involves providing a DS0 signal from an IDLC-served loop to TCI's collocation equipment by using a dedicated pathway that traverses BellSouth's central office switch. BellSouth will provide such DS0 signal to TCI by establishing a copper cross connect between the BellSouth switch and TCI's collocation equipment.

4. Network Interface Device

4.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

4.1.1 BellSouth shall permit TCI to connect TCI's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.

4.2 Access to Network Interface Device (NID)

4.2.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), TCI may access the on-premises wiring by any of the following means: BellSouth shall allow TCI to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. TCI agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 9.4 of the General Terms and Conditions of this Agreement.

4.2.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or

4.2.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or

4.2.4 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., TCI, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

4.2.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately re-grounding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop,

maintain the NID, and assume full liability for its action and any adverse consequences.

4.2.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

4.2.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

4.2.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with TCI to develop specific procedures to establish the most effective means of implementing this Section .

4.3 Technical Requirements

4.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

4.3.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to TCI's NID, consistent with the NID's function at the Effective Date of this Agreement.

4.3.3 Where a BellSouth NID exists, it is provided in its "as is" condition. If such NID is not functioning properly, BellSouth will repair or replace it at BellSouth's expense.

4.3.4 When TCI deploys its own local loops with respect to multiple-line termination devices, TCI shall Order the quantity of NIDs connections that it requires within such device.

4.4 Interface Requirements

4.4.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

5. Unbundled Loop Concentration (ULC) System

5.1 BellSouth will provide to TCI loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

- 5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to TCI at TCI's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

6. Sub-Loop Elements

- 6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and section 251 (c)(3) of the Act, to the Sub-Loop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment. Until such time as rates for Sub Loop elements have been approved by the Commission, TCI shall pay to BellSouth interim cost-based rates as set forth in this Attachment, such rates to be subject to true-up in accordance with Section 18.3 of this Attachment.
- 6.2 Sub-Loop components include but are not limited to the following:
- 6.2.1 Unbundled Sub-Loop Distribution;
 - 6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and
 - 6.2.3 Feeder, Unbundled Network Terminating Wire; and
 - 6.2.4 Unbundled Sub-Loop Feeder.
- 6.3 Unbundled Sub-Loop (distribution facilities)
- 6.3.1 Definition
 - 6.3.2 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a

stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):

- 6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.
- 6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 6.3.5 Requirements for Unbundled Sub-Loops Distribution Facilities
 - 6.3.5.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600. TCI may request that the sub-loop be conditioned in accordance with section 2.4.
 - 6.3.5.2 USL distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, TCI would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to TCI's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. TCI's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
- 6.4 BellSouth will provide Unbundled Sub-Loops where possible. Through the Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where TCI has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in the next section. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 6.5) to accommodate TCI's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to

provision the Unbundled Sub-Loops. TCI will then have the option of paying the one-time SC charge to modify the facilities to meet TCI's request. In the event that TCI invokes the dispute resolution process in connection with a request from TCI for Sub-Loops as described in this section, BellSouth shall have the burden of demonstrating that facilities are not available as requested by TCI.

- 6.5 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.

- 6.6 Interface Requirements

- 6.6.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.

- 6.7 Unbundled Sub-Loop Concentration System (USLC)

- 6.7.1 Where facilities permit, BellSouth will provide to TCI with the ability to concentrate its sub-loops onto one or more DS1s back to the BellSouth Central Office. The DS1s will then be terminated into TCI's collocation space. TR-008 and TR303 interface standards are available.

- 6.7.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of TCI's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of TCI's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

- 6.7.3 In these scenarios TCI would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow TCI's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

- 6.8 Unbundled Network Terminating Wire (UNTW)

- 6.8.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to TCI pursuant to the following terms and conditions at rates as set forth in this Attachment.
- 6.8.2 Definition
- 6.8.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.
- 6.8.3 Requirements
- 6.8.3.1 BellSouth will offer spare pairs that are available to an end user's premises to TCI. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of TCI's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to TCI. If after BellSouth has relinquished the first pair to TCI and the end user decides to change from TCI to another carrier, TCI will relinquish the first pair back to BellSouth.
- 6.8.3.2. Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, TCI agrees to surrender it available spare pair(s) upon request by BellSouth.
- 6.8.3.3 If an end user of TCI desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then TCI agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
- 6.8.3.4 If TCI has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to TCI's NTW to provide local exchange service to the end user, then TCI agrees to make available to BellSouth the requisite number of its spare pair(s), upon request by BellSouth, at rates determined by TCI.
- 6.8.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the TCI.
- 6.9 Technical Requirements

- 6.9.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for TCI access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. TCI will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. TCI will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

7. Local Switching

- 7.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 7.1.2 to TCI for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to TCI for the provision of a telecommunications service only in the limited circumstance described below in Section 7.1.2.

- 7.1.1 Except as otherwise provided herein, BellSouth shall not impose any restrictions on TCI regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

- 7.1.2 Local Circuit Switching Capability, including Tandem Switching Capability

7.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

- 7.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for TCI when

TCI serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

- 7.1.4 In the event that TCI orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office located in Density Zone 1, as determined by NECA Tariff No. 4 as in effect on January 1, 1999, of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA MSAs, BellSouth's sole recourse shall be to charge TCI a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge TCI the local services resale rate for use of all Combinations used to provide the affected facilities to TCI.
- 7.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by TCI. Any features that are not currently then capable at the time of the request, but are technically feasible through the switch can be requested through the BFR process.
- 7.1.6 BellSouth will provide to TCI customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 11 of Attachment 2; (iii) for TCI's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by TCI. TCI customers may use the same dialing arrangements as BellSouth customers.
- 7.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 7.1.8 Switching Capability will also be capable of routing (1)local, intraLATA, interLATA, and calls to international customer's preferred carrier; (2)call features (e.g., call forwarding) and (3) Centrex capabilities.
- 7.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to TCI purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform.

TCI customers may use the same dialing arrangements as BellSouth customers, but obtain a TCI branded service.

7.2 Technical Requirements

7.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by TCI will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

7.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

7.2.1.5 BellSouth shall activate service for a TCI customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to TCI's services without loss of switch feature functionality as defined in this Agreement.

7.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

7.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

7.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.

7.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

7.2.1.10 Special Services provided by BellSouth will include the following:

7.2.1.10.1 Telephone Service Prioritization;

- 7.2.1.10.2 Related services for handicapped;
- 7.2.1.10.3 Soft dial tone where required by law;
- 7.2.1.10.4 Any other service required by law; and
- 7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 7.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to TCI, upon a reasonable request from TCI. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 7.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 7.2.1.14.1 Basic and primary rate ISDN;
 - 7.2.1.14.2 Residential features;
 - 7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 7.2.1.14.5 Advanced intelligent network triggers supporting TCI and BellSouth service applications.

BellSouth shall offer to TCI all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

 - 7.2.1.14.5.1 Off-Hook Immediate
 - 7.2.1.14.5.2 Off-Hook Delay

- 7.2.1.14.5.3 Termination Attempt
- 7.2.1.14.5.4 6/10 Public Office Dialing Plan
- 7.2.1.14.5.5 Feature Code Dialing
- 7.2.1.14.5.6 Customer Dialing Plan
- 7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to TCI:
 - 7.2.1.14.6.1 Private EAMF Trunk
 - 7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)
 - 7.2.1.14.6.3 N11
 - 7.2.1.14.6.4 Automatic Route Selection
 - 7.2.1.14.6.5 9XX Blocking and toll blocking
- 7.2.1.15 Where capacity exists, BellSouth shall assign each TCI customer line the class of service designated by TCI (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from TCI customers to TCI directory assistance operators at TCI's option.
- 7.2.1.16 Where capacity exists, BellSouth shall assign each TCI customer line the class of services designated by TCI (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from TCI customers to TCI operators at TCI's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an TCI Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 7.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:
 - 7.2.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
 - 7.2.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
 - 7.2.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
 - 7.2.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

7.2.2 Interface Requirements

7.2.2.1 BellSouth shall provide the following interfaces to loops:

7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.2.2.3 Coin phone signaling;

7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

7.2.2.5 Two-wire analog interface to PBX;

7.2.2.5.1 Four-wire analog interface to PBX;

7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.2.2.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.2.2.10 BellSouth shall provide access to the following but not limited to:

7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by TCI;

7.2.2.12 Interface to TCI operator services systems or Operator Services through appropriate trunk interconnections for the system; and

7.2.2.13 Interface to TCI directory assistance services through the TCI switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other TCI required access to interexchange carriers as requested through appropriate trunk interfaces.

7.2.2.14. Packet Switching Capability

7.2.2.14.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information

contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

- 7.2.2.14.1.1 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 7.2.2.14.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 7.2.2.14.3 The ability to extract data units from the data channels on the loops, and
- 7.2.2.14.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 7.2.2.14.5 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 7.2.2.14.5.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 7.2.2.14.5.2 There are no spare copper loops capable of supporting the xDSL services TCI seeks to offer;
 - 7.2.2.14.5.3 BellSouth has not permitted TCI to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the TCI obtained a virtual collocation arrangement at these Sub-Loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
 - 7.2.2.14.5.4 BellSouth has deployed packet switching capability for its own use.
 - 7.2.2.14.5.5 If there is a dispute as to whether BellSouth must provide Packet Switching , such dispute will be resolved according to the dispute resolution process set forth in Section 15 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

8. Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to TCI for the provision of a telecommunications service.

8.1 Interoffice transmission facility network elements include:

1. Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and TCI;
2. Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
3. Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

8.1.1 BellSouth shall:

1. Provide TCI exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
2. Provide all technically feasible transmission facilities, features, functions, and capabilities that TCI could use to provide telecommunications services;
3. Permit, to the extent technically feasible, TCI to connect such interoffice facilities to equipment designated by TCI, including but not limited to, TCI's collocated facilities; and
4. Permit, to the extent technically feasible, TCI to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.1.2 Provided that the facility is used to transport a significant amount of local exchange services, TCI shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

8.2 Technical Requirements of Common (Shared) Transport

- 8.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (“CO to CO”) connections in the appropriate industry standards.
- 8.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 8.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 8.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
- 8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
- 8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
- 8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
- 8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

- 8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 8.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 8.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 8.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 8.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbps hierarchical levels;
- 8.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

- 8.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 8.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 8.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 8.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 8.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3 Dedicated Transport

- 8.3.1. BellSouth shall offer Dedicated Transport in each of the following ways:
 - 8.3.1.1 As capacity on a shared facility.
 - 8.3.1.2 As a circuit (e.g., DS0, DS1 or DS3) dedicated to TCI .
- 8.3.2 When Dedicated Transport is provided as a system it shall include:
 - 8.3.2.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
 - 8.3.2.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 8.3.3 Unbundled Local Channel
 - 8.3.3.1 The Unbundled Local Channel is the dedicated transmission path between TCI's Point of Presence and the BellSouth Serving Wire Center.

8.3.3.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states that do not contain rates in this Attachment for DS1 and DS3 switched Local Channels, the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.

8.3.3.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1 and DS3 levels at rates as set forth in Exhibit C to this Attachment.

8.3.4 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

8.3.4.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1,DS3) shall be dedicated to TCI designated traffic.

8.3.4.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

8.3.4.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (“CI to CO”) connections in the appropriate industry standards.

8.3.4.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

8.3.4.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

8.3.4.5.1 DS0 Equivalent;

8.3.4.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);

8.3.4.5.3 DS3 where applicable (M13 multiplexer shall be provided);

8.3.4.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

- 8.3.4.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by TCI .
- 8.3.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
 - 8.3.5.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
 - 8.3.5.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 8.3.5.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
 - 8.3.5.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
 - 8.3.5.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
 - 8.3.5.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
 - 8.3.5.1.6 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
 - 8.3.5.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
 - 8.3.5.1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
 - 8.3.5.1.9 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
 - 8.3.5.1.10 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
 - 8.3.5.1.11 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

9. Tandem Switching

9.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.2 Technical Requirements

9.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

9.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

9.2.1.2 Tandem Switching will provide screening as jointly agreed to by TCI and BellSouth;

9.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by TCI;

9.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

9.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

9.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

9.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, CAP's and CLEC switches.

9.2.3 Tandem Switching shall provide local tandem functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

- 9.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 9.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by TCI. Tandem Switching will provide recording of all billable events as jointly agreed to by TCI and BellSouth.
- 9.2.6 Upon a reasonable request from TCI, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to TCI.
- 9.2.7 BellSouth shall maintain TCI's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 9.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 9.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by TCI and BellSouth.
- 9.2.10 Tandem Switching shall process originating toll-free traffic received from TCI local switch.
- 9.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 9.3 Interface Requirements
- 9.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 9.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 9.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 9.3.4 Tandem Switching shall interconnect with TCI's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At TCI's request, Tandem Switching shall record and keep records of traffic for billing.

- 9.3.5 Tandem Switching shall provide an alternate final routing pattern for TCI traffic overflowing from direct end office high usage trunk groups.
- 9.4 Tandem Switching shall meet or exceed (i.e., be more favorable to TCI) each of the requirements for Tandem Switching set forth in the following technical references:
 - 9.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
 - 9.4.2 GR-905-CORE covering CCSNIS;
 - 9.4.3 GR-1429-CORE for call management features; and
 - 9.4.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

10. Combinations

- 10.1 For purposes of this Section, references to “Existing Combinations” of network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.
- 10.2 EELs
 - 10.2.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in Section 10.3 below.
 - 10.2.2 Subject to Section 10.2.3 below, BellSouth will provide access to the EEL in the combinations set forth in 10.3 following. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to TCI’s POP serving wire center. The circuit must be connected to TCI’s switch for the purpose of provisioning telecommunications services, including but not limited to telephone exchange services, to TCI’s end-user customers. Except as provided for in paragraph 22 of the FCC’s Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98 (“June 2, 2000 Order”), the EEL will be connected to TCI’s facilities in TCI’s collocation space at the POP SWC. TCI may purchase BellSouth’s access facilities between TCI’s POP and TCI’s collocation space at the POP SWC.
 - 10.2.3 BellSouth shall provide EEL combinations to TCI in the state of Georgia regardless of whether or not such EELs constitute Existing Combinations so long

as such combinations are ordinarily combined in BellSouth's network. In all other states, BellSouth shall make available to TCI those EEL combinations described in Section 10.3 below only to the extent such combinations are Existing Combinations.

- 10.2.4 BellSouth will make available EEL combinations to TCI in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs, regardless of whether or not such EELs constitute Existing Combinations.
- 10.2.5 Additionally, BellSouth shall make available to TCI a combination of an unbundled loop and special access interoffice facilities. To the extent TCI will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

10.3 EEL Combinations

- 10.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 10.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 10.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 10.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 10.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 10.3.6 DS1 Interoffice Channel + DS1 Local Loop
- 10.3.7 DS3 Interoffice Channel + DS3 Local Loop
- 10.3.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 10.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 10.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 10.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 10.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

10.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

10.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

10.4 Other Network Element Combinations

In the state of Georgia, BellSouth shall make available to TCI, at the rates set forth in Section 10.6 below: (1) Existing Combinations of network elements other than EELs; and (2) combinations of network elements other than EELs that are not Existing Combinations but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to TCI, at the rates set forth in Section 10.6 below, combinations of network elements other than EELs only to the extent such combinations are Existing Combinations.

10.5 Special Access Service Conversions

10.5.1 TCI may not convert special access services to combinations of loop and transport network elements, whether or not TCI self-provides its entrance facilities (or obtains entrance facilities from a third party), unless TCI uses the combination to provide a “significant amount of local exchange service” (as described in Section 10.5.2 below), in addition to exchange access service, to a particular customer.

10.5.2 For the purpose of special access conversions, a “significant amount of local exchange service” is as defined in the FCC’s Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98 (“June 2, 2000 Order”). The Parties agree to incorporate by reference paragraph 22 of the June 2, 2000 Order. When TCI requests conversion of special access circuits, TCI will self-certify to BellSouth in the manner specified in paragraph 29 of the June 2, 2000 Order that the circuits to be converted qualify for conversion. In addition there may be extraordinary circumstances where TCI is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in paragraph 22 of June 2, 2000 Order. In such case, TCI may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon TCI’s request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

10.5.3 Upon request for conversions of up to 15 circuits from special access to EELs, BellSouth shall perform such conversions within seven (7) days from BellSouth’s receipt of a valid, error free service order from TCI. Requests for conversions of

fifteen (15) or more circuits from special access to EELs will be provisioned on a project basis. Conversions should not require the special access circuit to be disconnected and reconnected because only the billing information or other administrative information associated with the circuit will change when TCI requests a conversion. The Access Service Request process will be used for conversion requests.

10.5.4 BellSouth may, at its sole expense, and upon thirty (30) days notice to TCI, audit TCIs records not more than one in any twelve month period, unless an audit finds non-compliance with the local usage options referenced in the June 2, 2000 Order, in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that TCI is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in this Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from TCI.

10.6 Rates

10.6.1 Georgia

10.6.1.1 The non-recurring and recurring rates for the EEL combinations set forth in 10.3, whether or not such EELs are Existing Combinations, are as set forth in Exhibit A of this Attachment.

10.6.1.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 10.3, where the elements are not Existing Combinations but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

10.6.1.3 To the extent that TCI seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, TCI, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

10.6.2 All Other States

10.6.2.1 Subject to Section 10.2.3 and 10.4 preceding, for all other states, the non-recurring and recurring rates for the Existing Combinations of EELs set forth in

Section 10.3 and other Existing Combinations of network elements will be the sum of the recurring rates for the individual network elements plus an appropriate cost-based records change charge unless otherwise negotiated by the parties.

- 10.6.2.2 The non-recurring and recurring rates for EELs made available pursuant to Section 10.2.4 above will be the sum of the nonrecurring and recurring rates for the individual network elements, unless otherwise established by the Commission.

10.7 Port/Loop Combinations

- 10.7.1 Except as specified in Sections 10.7.1.1 and 10.7.1.2 below, at TCI's request, BellSouth shall provide access to Existing Combinations of port and loop network elements, as set forth in Section 10.7.4 below. Such port and loop combinations will provide local exchange service for the origination and termination of calls.

- 10.7.1.1 BellSouth shall not provide access to combinations of port and loop network elements in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

- 10.7.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not provide unbundled access to circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to TCI if TCI's customer has 4 or more DS0 equivalent lines.

- 10.7.2 In Georgia, BellSouth shall provide combinations of port and loop network elements to TCI to the extent such elements are ordinarily combined in BellSouth's network, regardless of whether or not such combinations are Existing Combinations, except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 10.7.1.2 above. In all other states, and subject to Sections 10.7.1.1 and 10.7.1.2 above, BellSouth shall provide combinations of port and loop network elements to TCI only to the extent such elements constitute Existing Combinations.

10.7.3 Rates for Combinations of Loop and Port Network Elements

- 10.7.3.1 Rates for combinations of loop and port network elements, as set forth in Section 10.7.4, are provided in Exhibit A of this Attachment. Subject to Sections 10.7.1.1 and 10.7.1.2 above, to the extent TCI seeks to obtain other Existing Combinations of ports and loops that are not listed in Section 10.7.4, or in the state of Georgia, to the extent TCI seeks to obtain other port and loop combinations that are not Existing Combinations but that are ordinarily combined in BellSouth's network, the rate for such combinations shall be the sum of the recurring rates for the individual network elements plus an appropriate cost-based records change charge.

10.7.3.2 Rates for Circuit Switching

10.7.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Sections 10.7.1.1 and 10.7.1.2, to provide unbundled access to circuit switching, are as set forth in Exhibit A of this Attachment.

10.7.4 Port/Loop Combination Offerings

10.7.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

11. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

11.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional

call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

11.2 Operator Service

11.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

11.2.2 Requirements

11.2.2.1 When TCI requests BellSouth to provide Operator Services, the following requirements apply:

11.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

11.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

11.2.2.1.3 BellSouth shall complete calls that are billed to TCI end user's calling card that can be validated by BellSouth.

11.2.2.1.4 BellSouth shall complete person-to-person calls.

11.2.2.1.5 BellSouth shall complete collect calls.

11.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

11.2.2.1.7 BellSouth shall complete station-to-station calls.

11.2.2.1.8 BellSouth shall process emergency calls.

11.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

11.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

11.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

11.2.2.2 BellSouth shall adhere to equal access requirements, providing TCI local end users the same IXC access as provided to BellSouth end users.

- 11.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to TCI that BellSouth provides for its own operator service.
- 11.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 11.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by TCI.
- 10.2.2.6 BellSouth shall provide a feed of customer call records in “EMI” format to TCI in accordance with CLECODUF standards specified in Attachment 7.
- 11.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of TCI, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.
- 11.3 Directory Assistance Service
- 11.3.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 11.3.2 Requirements
- 11.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by TCI’s end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. In providing call completion service, and at such time as functionality is available in the BellSouth network, BellSouth shall route the call to TCI’s network for call completion. Rates for such functionality shall be established at the time such functionality becomes available. If not available, TCI may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 11.3.2.2 Directory Assistance Service Updates
- 11.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:
- 11.3.2.2.1.1 New end user connections: BellSouth will provide service to TCI that is equal to the service it provides to itself and its end users;

- 11.3.2.2.1.2 End user disconnections: BellSouth will provide service to TCI that is equal to the service it provides to itself and its end users; and
- 11.3.2.2.1.3 End user address changes: BellSouth will provide service to TCI that is equal to the service it provides to itself and its end users;
- 11.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 11.4 Branding for Operator Call Processing and Directory Assistance
 - 11.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to TCI end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows TCI to have its calls custom branded with TCI name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.
 - 11.4.2 BellSouth offers four service levels of branding to TCI when ordering Directory Assistance and/or Operator Call Processing.
 - 11.4.2.1 Service Level 1 - BellSouth Branding
 - 11.4.2.2 Service Level 2 - Unbranded
 - 11.4.2.3 Service Level 3 - Custom Branding
 - 11.4.2.4 Service Level 4 - Self Branding (applicable only to TCI for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
 - 11.4.3 For Resellers and Use with an Unbundled Port
 - 11.4.3.1 BellSouth Branding is the Default Service Level.
 - 11.4.3.2 Unbranding, Custom Branding, and Self Branding require TCI to order selective routing for each originating BellSouth end office identified by TCI. Rates for Selective Routing are set forth in this Attachment.
 - 11.4.3.3 Customer Branding and Self Branding require TCI to order dedicated trunking from each BellSouth end office identified by TCI, to either the BellSouth Traffic Operator Position System (TOPS) or TCI Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

11.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by TCI to the BellSouth TOPS. These calls are routed to “No Announcement.”

11.4.4 For Facilities Based Carriers

11.4.4.1 All Service Levels require TCI to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

11.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which TCI requires service

Directory Assistance customized branding uses:

- the recording of the name;
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;
- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

11.4.4.3 BellSouth will provide to TCI purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. TCI end users may use the same dialing arrangements as BellSouth end users, but obtain a TCI branded service.

11.5 Directory Assistance Database Service (DADS)

11.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to TCI end users. The term “end user” denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). TCI agrees that Directory Assistance Database Service (DADS) will not be used for any

purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, TCI agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, TCI authorizes the inclusion of TCI Subscriber listings in the BellSouth Directory Assistance products.

- 11.5.2 BellSouth shall provide TCI initially with a base file of subscriber listings which reflect all listing change activity occurring since TCI's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by TCI and BellSouth. TCI agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 11.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to TCI on a Business, Residence, or combined Business and Residence basis. TCI agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after TCI receives the Base File.
- 11.5.4 BellSouth is authorized to include TCI Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of TCI Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to TCI.
- 11.5.5 Rates for DADS are as set forth in this Attachment.
- 11.6 Direct Access to Directory Assistance Service
- 11.6.1 Direct Access to Directory Assistance Service (DADAS) will provide TCI's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow TCI to utilize its own switch, operator workstations and optional audio subsystems.
- 11.6.2 BellSouth will provide DADAS from its DA location. TCI will access the DADAS system via a telephone company provided point of availability. TCI has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- 11.6.3 A specified interface to each TCI subsystem will be provided by BellSouth. Interconnection between TCI system and a specified BellSouth location will be

pursuant to the use of TCI owned or TCI leased facilities and shall be appropriate sized based upon the volume of queries being generated by TCI.

- 11.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
 - 11.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification
 - 11.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification
 - 11.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification
- 11.6.5 Rates for DADAS are as set forth in this Attachment.

12. Signaling

BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

12.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

12.2 Technical Requirements

- 12.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 12.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

- 12.2.2.1 As an “A-link” which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
- 12.2.2.2 As a “B-link” which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 12.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 12.2.3.1 An A-link layer shall consist of two links.
 - 12.2.3.2 A B-link layer shall consist of four links.
- 12.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 12.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 12.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 12.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 12.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 12.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 12.3 Interface Requirements
 - 12.3.1 There shall be a DS1 (1.544 Mbps) interface at the TCI-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

13. Signaling Transfer Points (STPs)

- 13.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

13.2 Technical Requirements

- 13.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 13.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 13.2.1.2 BellSouth Service Control Points/DataBases;
 - 13.2.1.3 Third-party local or tandem switching;
 - 13.2.1.4 Third-party-provided STPs.
- 13.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 13.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an TCI local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between TCI local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 13.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
 - 13.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,
 - 13.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and
 - 13.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 13.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a TCI or third party local or

tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a TCI database, then TCI agrees to provide BellSouth with the Destination Point Code for the TCI database.

- 13.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 13.2.6.1 MTP Routing Verification Test (MRVT) and
 - 13.2.6.2 SCCP Routing Verification Test (SRVT).
- 13.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a TCI or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by TCI and BellSouth.
- 13.2.8 STPs shall be on parity with BellSouth.
- 13.2.9 SS7 Advanced Intelligent Network (AIN) Access
 - 13.2.9.1 When technically feasible and upon request by TCI, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the TCI SS7 network to exchange TCAP queries and responses with a TCI SCP.
 - 13.2.9.2 SS7 AIN Access shall provide TCI SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and TCI SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the TCI SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

13.3 Interface Requirements

13.3.1 BellSouth shall provide the following STPs options to connect TCI or TCI-designated local switching systems or STPs to BellSouth SS7 network:

13.3.1.1 An A-link interface from TCI local switching systems; and,

13.3.1.2 A B-link interface from TCI local STPs.

13.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

13.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting TCI local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and TCI will work jointly to establish mutually acceptable SPOIs.

13.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and TCI will work jointly to establish mutually acceptable SPOIs.

13.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

13.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

13.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

13.3.6 Message Screening

13.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from TCI local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the TCI switching system has a legitimate signaling relation.

- 13.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from TCI local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the TCI switching system has a legitimate signaling relation.
- 13.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from TCI from any signaling point or network interconnected through BellSouth's SS7 network where the TCI SCP has a legitimate signaling relation.
- 13.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 13.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 13.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 13.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 13.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 13.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
 - 13.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 13.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
 - 13.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14. Service Control Points/DataBases

14.1 Definition

14.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

14.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

14.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to TCI in accordance with the following requirements.

14.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

14.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

14.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

14.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

14.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for TCI customer records stored in

BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

14.3 Local Number Portability Database

14.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

14.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

14.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

14.4.2 Technical Requirements

BellSouth will offer to TCI any additional capabilities that are developed for LIDB during the life of this Agreement.

14.4.2.1 BellSouth shall process TCI's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to TCI what additional functions (if any) are performed by LIDB in the BellSouth network.

14.4.2.2 Within two (2) weeks after a request by TCI, BellSouth shall provide TCI with a list of the customer data items which TCI would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

- 14.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 14.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 14.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 14.4.2.6 All additions, updates and deletions of TCI data to the LIDB shall be solely at the direction of TCI. Such direction from TCI will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 14.4.2.7 BellSouth shall provide priority updates to LIDB for TCI data upon TCI's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 14.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of TCI customer records will be missing from LIDB, as measured by TCI audits. BellSouth will audit TCI records in LIDB against DBAS to identify record mismatches and provide this data to a designated TCI contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to TCI within one business day of audit. Once reconciled records are received back from TCI, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact TCI to negotiate a time frame for the updates, not to exceed three business days.
- 14.4.2.9 BellSouth shall perform backup and recovery of all of TCI's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 14.4.2.10 BellSouth shall provide TCI with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between TCI and BellSouth.
- 14.4.2.11 BellSouth shall prevent any access to or use of TCI data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by TCI in writing.

- 14.4.2.12 BellSouth shall provide TCI performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by TCI at least at parity with BellSouth Customer Data. BellSouth shall obtain from TCI the screening information associated with LIDB Data Screening of TCI data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to TCI under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .
- 14.4.2.13 BellSouth shall accept queries to LIDB associated with TCI customer records, and shall return responses in accordance with industry standards.
- 14.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 14.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 14.4.3 Interface Requirements
- BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 14.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 14.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
- 14.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 14.5 Toll Free Number Database
- The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:
- 14.5.1 Technical Requirements
- 14.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for TCI to query with a toll-free number and originating information.

- 14.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.
- 14.5.1.3 The SCP shall also provide, at TCI's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
 - 14.5.1.3.1 Network Management;
 - 14.5.1.3.2 Customer Sample Collection; and
 - 14.5.1.3.3 Service Maintenance
- 14.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:
- 14.6.1 Technical Requirements
 - 14.6.1.1 BellSouth shall offer TCI a data link to the ALI/DMS database or permit TCI to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to TCI immediately after TCI inputs information into the ALI/DMS database. Alternately, TCI may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
 - 14.6.1.2 The ALI/DMS database shall contain the following end user information:
 - 14.6.1.2.1 Name;
 - 14.6.1.2.2 Address;
 - 14.6.1.2.3 Telephone number; and
 - 14.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
 - 14.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless TCI requests otherwise and shall be updated if TCI requests, provided TCI supplies BellSouth with the updates.

14.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or “forwarded-to” number and an indication that the number is ported shall be added to the customer record.

14.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

14.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for TCI end users shall meet industry standards.

14.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to TCI in order to allow TCI to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide TCI with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by TCI and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and TCI telephone numbers to the extent available in BellSouth’s database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

14.8 Calling Name (CNAM) Database Service

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. TCI must provide to its account manager a written request with a requested activation date to activate this service. If TCI is interested in requesting CNAM with volume and term pricing, TCI must contact its account manager to request a separate CNAM volume and term Agreement.

14.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

14.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 1999);

14.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);

14.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);

14.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

14.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);

14.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and

14.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

14.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.

14.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide TCI the capability that will allow TCI and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

- 14.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to TCI. Scheduling procedures shall provide TCI equivalent priority to these resources
- 14.10.3 BellSouth SCP shall partition and protect TCI service logic and data from unauthorized access, execution or other types of compromise.
- 14.10.4 When TCI selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable TCI to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 14.10.5 When TCI selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. TCI access will be provided via remote data connection (e.g., dial-in, ISDN).
- 14.10.6 When TCI selects SCE/SMS AIN Access, BellSouth shall allow TCI to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

15. Dark Fiber

15.1 Definition

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

15.2 Requirements

- 15.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to TCI.

- 15.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at TCI's request subject to time and materials charges.

BellSouth shall use its best efforts to provide to TCI information regarding the location, availability and performance parameters of Dark Fiber within ten (10) business days, after receiving a request from TCI ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

- 15.2.4 BellSouth shall use its best efforts to make Dark Fiber available to TCI within thirty (30) business days after it receives written confirmation from TCI that the Dark Fiber previously deemed available by BellSouth is wanted for use by TCI. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable TCI to connect or splice TCI provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

16. SS7 Network Interconnection

16.1 Definition

SS7 Network Interconnection is the interconnection of TCI local Signaling Transfer Point Switches (STP) and TCI local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), TCI local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

16.2 Technical Requirements

- 16.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

16.2.1.1 BellSouth local or tandem switching systems;

16.2.1.2 BellSouth DBs; and

16.2.1.3 Other third-party local or tandem switching systems.

- 16.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and TCI or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an TCI local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a

requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the TCI local STPs and BellSouth or other third-party local switch.

- 16.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 16.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
 - 16.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 16.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 16.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 16.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a TCI local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of TCI local STPs, and shall not include SCCP Subsystem Management of the destination.
- 16.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 16.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 16.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 16.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

- 16.2.9.1 MTP Performance, as specified in ANSI T1.111.6;
- 16.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 16.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 16.3 Interface Requirements
 - 16.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect TCI or TCI-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 16.3.1.1 A-link interface from TCI local or tandem switching systems; and
 - 16.3.1.2 B-link interface from TCI STPs.
 - 16.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting TCI local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and TCI will work jointly to establish mutually acceptable SPOI.
 - 16.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and TCI will work jointly to establish mutually acceptable SPOI.
 - 16.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
 - 16.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 16.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
 - 16.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

- 16.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 16.3.5 BellSouth shall set message screening parameters to block accept messages from TCI local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the TCI switching system has a legitimate signaling relation.
- 16.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 16.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 16.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 16.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 16.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 16.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
 - 16.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
 - 16.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 16.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
 - 16.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 16.4.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection,

Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

16.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

16.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

16.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

16.4.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

17. Basic 911 and E911

If TCI orders network elements and other services, then TCI is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

17.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

17.2 Requirements

17.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to TCI a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. TCI will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. TCI will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, TCI will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

17.2.2 E911 Service Provisioning. For E911 service, TCI will be required to install a minimum of two dedicated trunks originating from the TCI serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at

a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency (“MF”) pulsing that will deliver automatic number identification (“ANI”) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. TCI will be required to provide BellSouth daily updates to the E911 database. TCI will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, TCI will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point (“PSAP”). This call will be transported over BellSouth’s interoffice network and will not carry the ANI of the calling party. TCI shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

17.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on TCI beyond applicable charges for BellSouth trunking arrangements.

17.2.4 Basic 911 and E911 functions provided to TCI shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and TCI to follow in providing 911/E911 services.

18. Rates

18.1. General

The prices that TCI shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. It is the intent of the parties that where applicable state commissions have approved rates for network elements and other services set forth in this Agreement as of the date hereof, such rates have been included in Exhibit C.

18.2. Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which TCI may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge, as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMECH	\$3.50 SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event TCI provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

TCI will incur an OSS charge for an accepted LSR that is later canceled by TCI.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

18.3 True-up

This section applies only to Tennessee and other interim rates listed in this attachment.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

1. The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
2. The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.
3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT A

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will

administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers.

BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange

Company and the entities for which BST performs billing and collection.

BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of June 30, 2000 and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange

Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

In the absence of gross negligence or willful misconduct, neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this

Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the TCI of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such TCI.

***FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT***

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated June 30, 2000, between BellSouth Telecommunications, Inc. (“BST”), and TriVergent Communications, Inc. (“Local Exchange Company”), effective the 30th day of June, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company’s provision of billing number information to BST for inclusion in BST’s LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B**CALLING NAME DELIVERY (CNAM) DATABASE SERVICES****1.00 DEFINITIONS**

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides TCI the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

- 2.01 This Attachment contains the terms and conditions where BellSouth will provide to the TCI access to the BellSouth CNAM SCP for query or record storage purposes.
- 2.02 TCI shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to TCI's access to BellSouth's CNAM Database Services and shall be addressed to TCI's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

- 3.01 BellSouth's provision of CNAM Database Services to TCI requires interconnection from TCI to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, TCI shall provide its own CNAM SSP. TCI's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.03 If TCI elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that TCI desires to query.
- 3.04 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

- 4.01 The mechanism to be used by TCI for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by

TCI in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of TCI to provide accurate information to BellSouth on a current basis.

- 4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.03 TCI CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NIDs												
NID (all types), per month			UNDAX	NA	\$1.08	NA	\$1.80	NA	NA	\$0.52	NA	\$0.56
Installation of 2-Wire/4Wire CLEC NID			UNDAX									
		NRC - 1st	UNDAX	NA	\$70.32	NA	NA	NA	NA	NA	NA	NA
		NRC - Add'l	UNDAX	NA	\$54.35	NA	NA	NA	NA	NA	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC			UNDC2	NA	\$6.15	NA	NA	NA	NA	NA	NA	NA
NID per 2-Wire Analog VG Loop, Per Month			UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	\$1.01	\$1.13	NA
		NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
		NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
		NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 4-Wire Analog VG Loop, Per Month			UNDAX	\$1.30	NA	\$1.21	NA	\$1.22	\$1.34	\$1.14	\$1.25	NA
		NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
		NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
		NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month			UNDAX	\$1.18	NA	\$1.10	NA	\$1.08	\$1.22	\$1.01	\$1.13	NA
		NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
		NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
		NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.			UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	\$1.01	\$1.13	NA
		NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
		NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
		NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect -1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop			UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	\$1.01	\$1.13	NA
		NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
		NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.36	NA
		NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect -1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop			UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	\$1.14	\$1.25	NA
		NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
		NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
		NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NID per 4-Wire 56 Kbps Dig Grade Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	\$1.14	\$1.25	NA
		NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
		NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
		NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NID per 4-Wire 64 Kbps Dig Grade Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	\$1.14	\$1.25	NA
		NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
		NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$1.42	\$1.35	NA
		NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
		NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
		NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Svc Ord - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NID per 2-Wire Unbundled Copper Loop, per month	UNDAX	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55
		NRC - 1st	UNDAX	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60
		NRC - Add'l	UNDAX	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60
		NRC - Disconnect Charge - 1st	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Svc. Ord - 1st	SOMAN	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00
		NRC - Incremental Charge - Manual Svc. Ord - Add'l	SOMAN	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
		NRC - Incremental Charge - Manual Svc. Ord. - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		Nonrecurring Charge - customer transfer, feature additions, changes (1)		\$5.00	NA	NA	NA	NA	\$5.00	NA	NA	NA
		LOOP, EXCLUDING NID										
		2-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	\$18.20	NA	NA	NA	NA	NA
		NRC - 1st		NA	NA	NA	\$86.08	NA	NA	NA	NA	NA
		NRC - Add'l		NA	NA	NA	\$58.57	NA	NA	NA	NA	NA
		2-Wire Analog VG Loop (Customized), per month	TBD	NA	NA	NA	\$21.41	NA	NA	NA	NA	NA
		NRC - 1st		NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
		NRC - Add'l		NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
		4-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	\$26.38	NA	NA	NA	NA	NA
		NRC - 1st		NA	NA	NA	\$457.14	NA	NA	NA	NA	NA
		NRC - Add'l		NA	NA	NA	\$348.83	NA	NA	NA	NA	NA
		2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	NA	NA	NA	\$29.65	NA	NA	NA	NA	NA
		NRC - 1st		NA	NA	NA	\$541.28	NA	NA	NA	NA	NA
		NRC - Add'l		NA	NA	NA	\$431.61	NA	NA	NA	NA	NA
		2-Wire ADSL Loop (Standard), per month	TBD	NA	NA	NA	\$10.63	NA	NA	NA	NA	NA
		NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
		NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
		2-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	\$7.40	NA	NA	NA	NA	NA
		NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
		NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
		4-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	\$9.70	NA	NA	NA	NA	NA
		NRC - 1st		NA	NA	NA	\$748.93	NA	NA	NA	NA	NA
		NRC - Add'l		NA	NA	NA	\$646.17	NA	NA	NA	NA	NA
		LOOP, INCLUDING NID										

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Analog VG Loop										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	\$16.71	NA	\$18.00
RC - Zone 1, per month (Note 2)	TBD	NA	\$13.75	NA	NA	NA	NA	TBD	NA	\$15.54
RC - Zone 2, per month (Note 2)	TBD	NA	\$20.13	NA	NA	NA	NA	TBD	NA	\$19.55
RC - Zone 3, per month (Note 2)	TBD	NA	\$44.40	NA	NA	NA	NA	TBD	NA	\$28.02
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	\$140.00	NA	NA	NA	NA	\$86.50	NA	\$58.50
NRC - Add'l	UEAL2	NA	\$42.00	NA	NA	NA	NA	\$27.80	NA	\$31.00
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	\$55.00	NA	NA	NA	NA	\$55.00	NA	\$55.00
2-Wire Analog VG Loop-SL1										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	\$15.88	NA	NA
RC - Zone 1, per month (Note 2)	TBD	\$15.24	\$13.75	\$14.21	\$14.79	\$14.96	\$15.58	TBD	\$18.48	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$24.75	\$20.13	\$16.41	\$27.68	\$25.69	\$20.65	TBD	\$27.87	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$44.85	\$44.40	\$26.08	\$47.78	\$52.47	\$29.51	TBD	\$36.91	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$38.94	NA	NA	NA
NRC - 1st	UEAL2	\$59.03	\$80.00	\$42.54	NA	\$40.69	\$59.25	\$57.99	\$70.44	\$78.93
NRC - Add'l	UEAL2	\$43.14	\$55.00	\$31.33	NA	\$29.96	\$43.67	\$42.37	\$44.05	\$50.98
NRC - Disconnect Charge - 1st	UEAL2	\$15.21	NA	NA	NA	\$16.48	\$16.35	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	\$3.22	NA	NA	NA	\$3.36	\$4.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.22	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Manual Order Coordination - 1st	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Order Coordination - add'l	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	\$19.50	NA	NA
RC - Zone 1, per month (Note 2)	TBD	\$17.95	\$13.75	\$16.84	\$17.27	\$17.65	\$18.35	TBD	\$21.57	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$29.16	\$20.13	\$19.45	\$32.32	\$30.32	\$24.33	TBD	\$32.53	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$52.84	\$44.40	\$30.92	\$55.78	\$61.93	\$34.77	TBD	\$43.08	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
NRC - 1st	UEAL2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$142.97	\$178.12	\$192.97
NRC - Add'l	UEAL2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$106.56	\$128.80	\$140.72
NRC - Disconnect Charge - 1st	UEAL2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling										
RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	\$19.50	NA	NA
RC - Zone 1, per month (Note 2)	TBD	\$17.95	\$13.75	\$16.84	\$17.27	\$17.65	\$18.35	TBD	\$21.57	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$29.16	\$20.13	\$19.45	\$32.32	\$30.32	\$24.33	TBD	\$32.53	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$52.84	\$44.40	\$30.92	\$55.78	\$61.93	\$34.77	TBD	\$43.08	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
NRC - 1st	UEAR2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$142.97	\$178.12	\$192.97
NRC - Add'l	UEAR2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$106.56	\$128.80	\$140.72
NRC - Disconnect Charge - 1st	UEAR2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAR2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$29.64	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$26.95	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire Analog VG Loop (Standard)												
		RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$14.79	NA	NA	NA	NA	NA
		RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$27.68	NA	NA	NA	NA	NA
		RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$47.78	NA	NA	NA	NA	NA
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 1st	UEAL2	NA	NA	NA	\$86.08	NA	NA	NA	NA	NA
		NRC - Add'l	UEAL2	NA	NA	NA	\$58.57	NA	NA	NA	NA	NA
		NRC - Loop Make-up	UEANM	NA	NA	NA	TBD	NA	NA	NA	NA	NA
		NRC - Manual Order Coordination	UEAMC	NA	NA	NA	TBD	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling												
		RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$17.27	NA	NA	NA	NA	NA
		RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$32.32	NA	NA	NA	NA	NA
		RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$55.78	NA	NA	NA	NA	NA
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 1st	UEAL2	NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
		NRC - Add'l	UEAL2	NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ reverse battery signaling												
		RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$17.27	NA	NA	NA	NA	NA
		RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$32.32	NA	NA	NA	NA	NA
		RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$55.78	NA	NA	NA	NA	NA
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 1st	UEAR2	NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
		NRC - Add'l	UEAR2	NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
4-Wire Analog VG Loop												
		RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	\$27.49	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	\$24.01	\$24.26	\$22.26	NA	\$24.36	\$22.38	TBD	\$29.47	\$15.92
		RC - Zone 2, per month (Note 2)	TBD	\$39.00	\$35.51	\$25.70	NA	\$41.85	\$29.67	TBD	\$44.44	\$20.79
		RC - Zone 3, per month (Note 2)	TBD	\$70.67	\$78.35	\$40.85	NA	\$85.47	\$42.40	TBD	\$58.85	\$27.18
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$55.96	NA	NA	NA
		NRC - 1st	UEAL4	\$293.70	\$141.00	\$206.95	NA	\$198.10	\$289.06	\$288.47	\$383.39	\$58.50
		NRC - Add'l	UEAL4	\$241.76	\$43.00	\$170.57	NA	\$163.26	\$238.19	\$237.45	\$286.77	\$31.00
		NRC - Disconnect Charge - 1st	UEAL4	\$108.96	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UEAL4	\$57.01	NA	NA	NA	\$39.44	\$57.28	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
4-Wire Analog VG Loop (Standard)												
		RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$20.92	NA	NA	NA	NA	NA
		RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$39.14	NA	NA	NA	NA	NA
		RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$67.56	NA	NA	NA	NA	NA
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 1st	UEAL4	NA	NA	NA	\$457.14	NA	NA	NA	NA	NA

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Add'l	UEAL4	NA	NA	NA	\$348.83	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop												
		RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	\$24.98	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	TBD	\$26.68	\$15.92
		RC - Zone 2, per month (Note 2)	TBD	\$37.74	\$47.35	\$25.27	\$44.28	\$36.22	\$28.97	TBD	\$40.24	\$20.79
		RC - Zone 3, per month (Note 2)	TBD	\$68.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	TBD	\$53.29	\$27.18
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA
		NRC - 1st	U1L2X	\$331.85	\$306.00	\$233.38	NA	\$223.27	\$326.38	\$325.91	\$423.04	\$58.50
		NRC - Add'l	U1L2X	\$255.87	\$283.00	\$180.35	NA	\$172.63	\$252.00	\$251.31	\$301.75	\$31.00
		NRC - Disconnect Charge - 1st	U1L2X	\$108.95	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA
		NRC - Disconnect Charge - Add'l	U1L2X	\$57.01	NA	NA	NA	\$39.44	\$57.27	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	\$55.00	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire ISDN Digital Grade Loop (Standard)												
		RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$23.66	NA	NA	NA	NA	NA
		RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$44.28	NA	NA	NA	NA	NA
		RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$76.42	NA	NA	NA	NA	NA
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 1st	U1L2X	NA	NA	NA	\$541.28	NA	NA	NA	NA	NA
		NRC - Add'l	U1L2X	NA	NA	NA	\$431.61	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop												
		RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	\$14.60	NA	\$18.46
		RC - Zone 1, per month (Note 2)	TBD	\$12.09	\$12.78	\$11.23	NA	\$11.90	\$10.87	TBD	\$17.10	\$15.93
		RC - Zone 2, per month (Note 2)	TBD	\$19.64	\$18.72	\$12.97	NA	\$20.43	\$14.40	TBD	\$25.79	\$20.05
		RC - Zone 3, per month (Note 2)	TBD	\$35.59	\$41.29	\$20.62	NA	\$41.73	\$20.58	TBD	\$34.15	\$28.74
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$27.16	NA	NA	NA
		NRC - 1st	UAL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$504.90	\$600.61	\$640.79
		NRC - Add'l	UAL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$456.17	\$507.33	\$541.94
		NRC - Disconnect Charge - 1st	UAL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA
		NRC - Disconnect Charge - Add'l	SOMAN	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire ADSL Loop (Standard)												
		RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$8.79	NA	NA	NA	NA	NA
		RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$16.46	NA	NA	NA	NA	NA
		RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$28.40	NA	NA	NA	NA	NA
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 1st	UAL2X	NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
		NRC - Add'l	UAL2X	NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop												
		RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	\$11.98	NA	\$13.46
		RC - Zone 1, per month (Note 2)	TBD	\$9.41	\$9.80	\$7.88	\$6.29	\$8.97	\$8.50	TBD	\$12.21	\$11.62
		RC - Zone 2, per month (Note 2)	TBD	\$15.29	\$14.35	\$9.09	\$11.78	\$15.41	\$11.26	TBD	\$18.41	\$14.62

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		RC - Zone 3, per month (Note 2)	TBD	\$27.70	\$31.65	\$14.46	\$20.33	\$31.48	\$16.10	TBD	\$24.39	\$20.96
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$21.25	NA	NA	NA
		NRC - 1st	UHL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$504.90	\$600.61	\$640.79
		NRC - Add'l	UHL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$456.17	\$507.33	\$541.94
		NRC - Disconnect Charge - 1st	UHL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UHL2X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire HDSL Loop (Standard)												
		RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$6.29	NA	NA	NA	NA	NA
		RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$11.78	NA	NA	NA	NA	NA
		RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$20.33	NA	NA	NA	NA	NA
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 1st	UHL2X	NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
		NRC - Add'l	UHL2X	NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop												
		RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	\$13.97	NA	\$17.91
		RC - Zone 1, per month (Note 2)	TBD	\$11.52	\$14.75	\$10.39	NA	\$12.97	\$10.36	TBD	\$16.21	\$15.46
		RC - Zone 2, per month (Note 2)	TBD	\$18.71	\$21.59	\$12.00	NA	\$21.76	\$13.73	TBD	\$24.45	\$19.46
		RC - Zone 3, per month (Note 2)	TBD	\$33.90	\$47.64	\$19.07	NA	\$44.44	\$19.62	TBD	\$32.38	\$27.88
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$25.90	NA	NA	NA
		NRC - 1st	UHL4X	\$541.13	\$116.91	\$378.86	NA	\$361.45	\$531.21	\$531.35	\$625.11	\$666.70
		NRC - Add'l	UHL4X	\$491.50	\$101.71	\$344.28	NA	\$328.35	\$482.63	\$482.62	\$532.78	\$568.86
		NRC - Disconnect Charge - 1st	UHL4X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA
		NRC - Disconnect Charge - Add'l	UHL4X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
4-Wire HDSL Loop (Standard)												
		RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	NA	NA	NA
		RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	\$7.68	NA	NA	NA	NA	NA
		RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	\$14.38	NA	NA	NA	NA	NA
		RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	\$24.82	NA	NA	NA	NA	NA
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - 1st	UHL4X	NA	NA	NA	\$748.93	NA	NA	NA	NA	NA
		NRC - Add'l	UHL4X	NA	NA	NA	\$646.17	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
4-Wire DS1 Digital Loop												
		RC - Statewide, per month	USLXX	NA	NA	NA	NA	NA	NA	\$62.78	NA	TBD
		RC - Zone 1, per month (Note 2)	TBD	\$51.74	\$64.69	\$55.53	\$50.26	\$56.32	\$50.99	TBD	\$59.61	TBD
		RC - Zone 2, per month (Note 2)	TBD	\$84.05	\$94.71	\$64.13	\$94.06	\$96.73	\$67.58	TBD	\$89.90	TBD
		RC - Zone 3, per month (Note 2)	TBD	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$96.58	TBD	\$119.06	TBD
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
		NRC - 1st	USLXX	\$610.13	\$540.00	\$429.98	\$849.80	\$410.38	\$599.09	\$714.84	\$715.77	TBD
		NRC - Add'l	USLXX	\$380.26	\$465.00	\$268.18	\$523.27	\$255.48	\$373.90	\$421.47	\$421.50	TBD
		NRC - Disconnect Charge - 1st	USLXX	\$134.77	NA	NA	NA	\$92.35	\$133.53	NA	NA	NA
		NRC - Disconnect Charge - Add'l	USLXX	\$55.97	NA	NA	NA	\$38.44	\$56.25	NA	NA	NA

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.19	\$43.77	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$49.18	\$55.00	\$34.52	\$55.00	\$33.05	\$48.17	\$48.31	\$48.47	NA
4-Wire 56 Kbps Dig Grade Loop												
		RC - Statewide, per month	UDL56	NA	NA	NA	NA	NA	NA	\$32.67	NA	\$42.23
		RC - Zone 1, per month (Note 2)	TBD	\$27.33	\$39.08	\$25.75	NA	\$27.50	\$25.61	TBD	\$34.26	\$36.45
		RC - Zone 2, per month (Note 2)	TBD	\$44.40	\$57.21	\$29.74	NA	\$47.24	\$33.94	TBD	\$51.67	\$45.87
		RC - Zone 3, per month (Note 2)	TBD	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.51	TBD	\$68.43	\$65.75
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
		NRC - 1st	UDL56	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$489.04	\$602.73	\$643.00
		NRC - Add'l	UDL56	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$337.51	\$393.50	\$421.26
		NRC - Disconnect Charge - 1st	UDL56	\$129.62	NA	NA	NA	\$87.99	\$128.36	NA	\$44.06	NA
		NRC - Disconnect Charge - Add'l	UDL56	\$64.25	NA	NA	NA	\$44.24	\$64.35	NA	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
4-Wire 64 Kbps Dig Grade Loop												
		RC - Statewide, per month	UDL64	NA	NA	NA	NA	NA	NA	\$32.67	\$41.70	\$42.23
		RC - Zone 1, per month (Note 2)	TBD	\$27.33	\$39.08	\$25.75	NA	\$27.50	\$25.61	TBD	\$34.26	\$36.45
		RC - Zone 2, per month (Note 2)	TBD	\$44.40	\$57.21	\$29.74	NA	\$47.24	\$33.94	TBD	\$51.67	\$45.87
		RC - Zone 3, per month (Note 2)	TBD	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.51	TBD	\$68.43	\$65.75
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
		NRC - 1st	UDL64	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$489.04	\$602.73	\$643.00
		NRC - Add'l	UDL64	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$337.51	\$393.50	\$421.26
		NRC - Disconnect Charge - 1st	UDL64	\$129.62	NA	NA	NA	\$87.99	\$128.36	NA	\$44.06	NA
		NRC - Disconnect Charge - Add'l	UDL64	\$64.25	NA	NA	NA	\$44.24	\$64.35	NA	\$13.55	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire Unbundled Copper Loop (18kft or less) Note 3												
		RC - Statewide, per month	UCLPB	\$15.11	\$18.00	\$13.97	\$11.89	\$21.00	NA	\$19.00	\$20.81	\$12.16
		RC - Zone 1, per month (Note 2)	TBD	TBD	\$18.60	\$19.80	TBN	\$18.80	\$16.85	TBD	\$18.90	\$19.85
		RC - Zone 2, per month (Note 2)	TBD	TBD	\$27.23	\$22.86	TBN	\$25.85	\$22.34	TBD	\$28.50	\$24.98
		RC - Zone 3, per month (Note 2)	TBD	TBD	\$60.07	\$36.34	TBN	\$39.14	\$31.92	TBD	\$37.75	\$35.81
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA
		NRC - 1st	UCLPB	\$514.21	\$340.00	\$395.16	\$713.50	\$340.00	\$504.82	\$504.90	\$600.61	\$270.01
		NRC - Add'l	UCLPB	\$464.58	\$300.00	\$217.39	\$609.44	\$300.00	\$456.24	\$456.17	\$507.33	\$234.63
		NRC - Disconnect Charge - 1st	UCLPB	NA	NA	NA	NA	\$72.54	\$105.86	NA	NA	\$74.54
		NRC - Disconnect Charge - Add'l	UCLPB	NA	NA	NA	NA	\$39.42	\$57.25	NA	NA	\$39.14
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	\$18.94	\$47.00	\$18.14	\$25.52	\$26.94	\$25.52	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	\$8.42	\$21.00	\$8.06	\$11.34	\$12.76	\$47.00	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	\$142.27	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	\$37.86	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA
		NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	\$36.46	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$34.29
2-Wire Unbundled Copper Loop (>18kft) Note 3												
		RC - Statewide, per month	UCL2L	\$40.00	\$35.00	\$41.61	\$40.00	\$37.00	\$45.00	\$35.00	\$40.00	\$35.00
		RC - Zone 1, per month (Note 2)	TBD	TBD	\$18.60	\$19.80	TBN	\$18.80	\$16.85	TBD	\$18.90	\$19.85
		RC - Zone 2, per month (Note 2)	TBD	TBD	\$27.23	\$22.86	TBN	\$25.85	\$22.34	TBD	\$28.50	\$24.98
		RC - Zone 3, per month (Note 2)	TBD	TBD	\$60.07	\$36.34	TBN	\$39.14	\$31.92	TBD	\$37.75	\$35.81

**BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA
		NRC - 1st	UCL2L	\$514.21	\$340.00	\$395.16	\$713.50	\$340.00	\$504.82	\$504.90	\$600.61	\$270.01
		NRC - Add'l	UCL2L	\$464.58	\$300.00	\$217.39	\$609.44	\$300.00	\$456.24	\$456.17	\$507.33	\$234.63
		NRC - Disconnect Charge - 1st	UCL2L	NA	NA	NA	NA	\$72.54	\$105.86	NA	NA	\$74.54
		NRC - Disconnect Charge - Add'l	UCL2L	NA	NA	NA	NA	\$39.42	\$57.25	NA	NA	\$39.14
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	\$18.94	\$47.00	\$18.14	\$25.52	\$26.94	\$25.52	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	\$8.42	\$21.00	\$8.06	\$11.34	\$12.76	\$47.00	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	\$142.27	NA	NA	NA	NA	NA	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	\$37.86	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA
		NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	\$36.46	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$34.29
DS3 Unbundled Local Loop												
		DS3 Unbundled Local Loop - per mile	1L5ND	\$43.96	\$40.01	\$29.96	\$43.69	\$38.98	\$54.39	\$32.53	\$56.71	\$30.53
		DS3 Unbundled Local Loop- per Facility Termination	UE3PX	\$456.18	\$470.83	\$392.61	\$436.95	\$497.08	\$427.81	\$387.01	\$510.30	\$400.21
		NRC - Facility Termination - 1st	UE3PX	\$973.58	\$770.47	\$770.96	\$1,091.00	\$709.14	\$975.22	\$964.04	\$1,091.00	\$726.16
		NRC - Facility Termination - Add'l	UE3PX	\$547.59	\$436.40	\$437.71	\$661.23	\$402.63	\$549.17	\$542.73	\$654.13	\$411.64
		NRC - Facility Termination - Disconnect - 1st	UE3PX	\$132.56	\$108.95	\$111.07	NA	\$102.16	\$134.07	NA	NA	\$103.36
		NRC - Facility Termination - Disconnect - Add'l	UE3PX	\$129.07	\$106.01	\$108.14	NA	\$99.46	\$130.59	NA	NA	\$100.59
		NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	\$70.10	NA	\$54.64	\$93.12	\$50.25	\$68.62	\$69.34	\$92.52	\$53.03
		NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	\$70.10	NA	\$54.64	\$93.12	\$50.25	\$68.62	\$69.34	\$92.52	\$53.03
		NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAC	\$30.09	NA	\$22.77	NA	\$20.94	\$28.59	\$29.76	NA	\$22.95
		NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAC	\$30.09	NA	\$22.77	NA	\$20.94	\$28.59	\$29.76	NA	\$22.95
STS-1 Unbundled Local Loop												
		STS-1 Unbundled Local Loop - per mile	1L5ND	\$43.96	\$40.01	\$29.96	\$43.69	\$38.98	\$54.39	\$32.53	\$56.71	\$30.53
		STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	\$456.18	\$470.83	\$392.61	\$436.95	\$497.08	\$427.81	\$387.01	\$510.30	\$400.21
		NRC - STS-1 - Facility Termination - 1st	UDLS1	\$973.58	\$770.47	\$770.96	\$1,091	\$709.14	\$975.22	\$964.04	\$1,091	\$726.16
		NRC - STS-1 - Facility Termination - Add'l	UDLS1	\$547.59	\$436.40	\$437.71	\$661.23	\$402.63	\$549.17	\$542.73	\$654.13	\$411.64
		NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	\$132.56	\$108.95	\$111.07	NA	\$102.16	\$134.07	NA	NA	\$103.36
		NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	\$129.07	\$106.01	\$108.14	NA	\$99.46	\$130.59	NA	NA	\$100.59
		NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	\$70.10	NA	\$54.64	\$93.12	\$50.25	\$68.62	\$69.34	\$92.52	\$53.03
		NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	\$70.10	NA	\$54.64	\$93.12	\$50.25	\$68.62	\$69.34	\$92.52	\$53.03
		NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAC	\$30.09	NA	\$22.77	NA	\$20.94	\$28.59	\$29.76	NA	\$22.95
		NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAC	\$30.09	NA	\$22.77	NA	\$20.94	\$28.59	\$29.76	NA	\$22.95
Universal Digital Channel (UDC) Loops- Note 3												
		Recurring	TBD	\$29.03	\$28.07	\$25.43	\$31.99	\$27.36	\$29.83	\$24.98	\$32.47	\$21.64
		NRC-1st per circuit	TBD	\$406.85	\$295.42	\$308.38	\$616.28	\$298.27	\$401.38	\$400.91	\$498.04	\$217.76
		NRC-Add'l - per circuit	TBD	\$330.87	\$198.02	\$255.35	\$506.61	\$247.63	\$327.00	\$326.31	\$376.75	\$163.88
		NRC- Disconnect Charge -1st	TBD	\$108.95				\$74.27	\$108.14			\$74.54
		NRC- Disconnect Charge -Add'l	TBD	\$57.01				\$39.44	\$57.27			\$39.14
		NRC- Incremental Manual Service Order charge-1st	SOMAN	\$27.37		\$18.94		\$18.14	\$25.52	\$26.94	\$44.42	
		NRC- Incremental Manual Service Order charge- Add'l	SOMAN	\$12.97		\$8.42		\$8.06	\$11.32	\$12.76	\$13.55	
		NRC- Incremental Manual Service Order-Disconnect - 1st	SOMAN	\$17.77				\$11.41	\$16.06			
		NRC- Incremental Manual Service Order charge-Disconnect-Add'l	SOMAN									
Unbundled Loop Modification - Note 3												
		Load Coil/Equipment Removal per pair - Loops up to 18kft	ULM2L	\$80.55	\$80.55	\$69.28	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55
		Load Coil/Equipment Removal per pair - Loops > 18kft - 1st	ULM2G	\$880.08	\$880.08	\$757.04	\$880.08	\$880.08	\$880.08	\$880.08	\$880.08	\$880.08
		Load Coil/Equipment Removal per pair - Loops > 18kft - Add'l	ULM2G	\$27.30	\$27.30	\$23.49	\$27.30	\$27.30	\$27.30	\$27.30	\$27.30	\$27.30
		Bridged Tap Removal per pair unloaded	ULMBT	\$121.14	\$121.14	\$79.99	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14
Loop Make-Up Service Inquiry - Note 3												
		Per Service Inquiry	UMKLP	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75
Unbundled Sub-Loops												
Sub-Loop Analog												
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month			USBN2	NA	\$8.57	\$9.12	\$10.83	BFR	NA	NA	NA	\$9.79
		NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
		NRC - 1st	USBN2	TBN	\$78.28	\$207.01	\$459.85	TBN	TBN	TBN	TBN	\$586.00
		NRC - Add'l	USBN2	TBN	\$58.33	\$171.32	\$352.89	TBN	TBN	TBN	TBN	\$255.00
		NRC - Disconnect Charge - 1st	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
		NRC - Disconnect Charge - Add'l	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	NA	\$18.94	NA	TBN	TBN	TBN	TBN	NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	NA	\$8.42	NA	TBN	TBN	TBN	TBN	NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
		NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month			TBD	NA	NA	NA	\$9.95	NA	NA	NA	NA	\$9.23
		NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	NA	NA	NA	\$9.95	NA	NA	NA	NA	TBD
		NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	NA	NA	NA	\$9.95	NA	NA	NA	NA	TBD
		NRC - 1st	TBD	NA	NA	NA	\$459.85	NA	NA	NA	NA	\$587.00
		NRC - Add'l	TBD	NA	NA	NA	\$352.89	NA	NA	NA	NA	\$255.00
		NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month			USBN4	TBN	\$11.29	TBN	TBN	TBN	TBN	TBN	TBN	TBD
		NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
		NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
		NRC - 1st	USBN4	TBN	\$112.07	TBN	TBN	TBN	TBN	TBN	TBN	TBD
		NRC - Add'l	USBN4	TBN	\$92.11	TBN	TBN	TBN	TBN	TBN	TBN	TBD
		NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 2W analog, per month			USBR2									
		NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Disconnect Charge - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Disconnect Charge - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 4W analog, per month			USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Disconnect Charge - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Disconnect Charge - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Unbundled Network Terminating Wire												
		UNTW Pair, per pair, per month	UENPP	TBN	\$0.67	\$1.56	\$1.24	NA	NA	NA	NA	\$1.31
		Site Visit Survey, per MDU/MTU Complex, NRC	UENV5	TBN	\$225.00	\$225.00	\$225.00	NA	NA	NA	NA	\$225.00
		Site Visit Set-Up – Terminal Preparation, per terminal										
		NRC - 1st terminal	UENSS	TBN	\$98.00	\$98.00	\$98.00	TBN	TBN	TBN	TBN	\$98.00
		NRC - Add'l terminal	UENSS	TBN	\$65.00	\$65.00	\$65.00	TBN	TBN	TBN	TBN	\$65.00
		Access Terminal Provisioning & 1st 25 pair panel (SPOI), per terminal, NRC	UEN1T	TBN	\$110.00	\$110.00	\$110.00	TBN	TBN	TBN	TBN	\$110.00
		Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	TBN	\$35.00	\$35.00	\$35.00	TBN	TBN	TBN	TBN	\$35.00
		UNTW Pair Provisioning, per pair, NRC	UENPP	TBN	\$9.00	\$9.00	\$9.00	TBN	TBN	TBN	TBN	\$9.00
		Service Visit for Provisioning, per request, per premises, NRC	UENSV	TBN	\$55.00	\$55.00	\$55.00	TBN	TBN	TBN	TBN	\$55.00

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Manual Service Order, NRC	MOCLA	TBN	\$45.00	\$45.00	\$45.00	TBN	TBN	TBN	TBN	\$45.00
Sub-Loop Concentration - Channelization Sys (Outside CO)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	TBD	\$18.94	TBD	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	TBD	\$8.42	TBD	BFR	BFR	BFR	BFR	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	NA	\$792.49	\$724.79	\$757.00	NA	NA	NA	NA	\$683.78
NRC - 1st	UCT8A	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT8A	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
TR008 - System B (96 channel capacity - channels 97-192), per month			\$155.32	\$92.91	\$95.60	NA	NA	NA	NA	\$102.12
NRC - 1st	UCT8B	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT8B	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
TR303 - System A (96 channel capacity - channels 1-96), per month			\$835.72	\$764.42	\$799.95	NA	NA	NA	NA	\$726.87
NRC - 1st	UCT3A	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT3A	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	NA	\$198.55	\$132.54	\$138.55	NA	NA	NA	NA	\$145.21
NRC - 1st	UCT3B	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	\$634.31
NRC - Add'l	UCT3B	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	\$311.78
DS1 Feeder Interface, per month	UCTFS	NA	\$78.43	\$72.12	\$77.02	NA	NA	NA	NA	\$76.73
NRC 1st	UCTFS	NA	\$422.74	\$425.74	\$418.13	NA	NA	NA	NA	\$418.37
NRC Add'l	UCTFS	NA	\$200.74	\$198.06	\$198.56	NA	NA	NA	NA	\$198.67
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	NA	\$2.62	\$2.38	\$2.68	NA	NA	NA	NA	\$2.61
NRC 1st	TBD	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	TBD	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	NA	\$10.49	\$9.53	\$10.72	NA	NA	NA	NA	\$10.43
NRC 1st	ULCC1	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC1	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	NA	\$15.59	\$14.17	\$15.94	NA	NA	NA	NA	\$15.51
NRC 1st	TBD	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	TBD	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - 4 Wire Voice, per month	ULCC4	NA	\$9.30	\$8.45	\$9.50	NA	NA	NA	NA	\$9.26
NRC 1st	ULCC4	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC4	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Test Circuit, per month		NA	\$45.46	\$41.30	\$46.44	NA	NA	NA	NA	\$45.22
NRC 1st	UCTTC	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	UCTTC	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - Digital 56Kbps, per month	ULCC5	NA	\$13.78	\$12.51	\$14.08	NA	NA	NA	NA	\$13.71
NRC 1st	ULCC5	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC5	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Channel Interface - Digital 64Kbps, per month	ULCC6	NA	\$13.78	\$12.51	\$14.08	NA	NA	NA	NA	\$13.71
NRC 1st	ULCC6	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC6	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	\$41.71
Loop Concentration System (Inside C.O.)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	TBD	\$18.94	TBD	\$18.14	\$25.52	TBD	\$44.06	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	TBD	\$8.42	TBD	\$8.06	\$11.34	TBD	\$13.55	TBD
Loop Channelization System - Digital Loop Carrier	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Loop Channelization System - Digital Loop Carrier	TBD	NA	NA	NA	NA	NA	NA	\$315.61	NA	NA
NRC- 1st	TBD	NA	NA	NA	NA	NA	NA	\$426.48	NA	NA
NRC- Add'l	TBD	NA	NA	NA	NA	NA	NA	\$103.42	NA	NA
NRC- Incremental Cost - Manual Service Order- 1st	TBD	NA	NA	NA	NA	NA	NA	\$42.19	NA	NA
NRC- Incremental Cost - Manual Service Order- Add'l	TBD	NA	NA	NA	NA	NA	NA	\$12.76	NA	NA
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	\$327.44	\$400.33	\$316.63	\$394.00	\$308.74	\$454.79	\$375.96	\$399.21	\$380.06
NRC - 1st	UCT8A	\$1,115.10	\$1,128.75	\$1,111.95	\$1,116.15	\$1,117.20	\$1,115.10	\$1,113.00	\$1,119.30	\$1,114.05
NRC - Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/TCI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DESCRIPTION												
TR008 - System B (96 channel capacity - channels 97-192), per month			UCT8B	\$67.41	\$70.48	\$65.27	\$72.21	\$76.58	\$73.30	\$65.98	\$71.91	\$68.71
	NRC - 1st		UCT8B	\$464.57	\$470.41	\$463.37	\$465.11	\$465.64	\$464.71	\$463.74	\$466.38	\$464.21
	NRC - Add'l		UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month			UCT3A	\$375.18	\$450.24	\$362.87	\$445.14	\$385.97	\$506.70	\$422.68	\$450.13	\$428.73
	NRC - 1st		UCT3A	\$1,115.10	\$1,128.75	\$1,111.95	\$1,116.15	\$1,117.20	\$1,115.10	\$1,113.00	\$1,119.30	\$1,114.05
	NRC - Add'l		UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month			UCT3B	\$111.30	\$118.76	\$110.02	\$121.45	\$129.05	\$123.52	\$111.17	\$121.16	\$115.79
	NRC - 1st		UCT3B	\$464.57	\$470.41	\$463.37	\$465.11	\$465.64	\$464.71	\$463.74	\$466.38	\$464.21
	NRC - Add'l		UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Interface, per month			UCTCO	\$6.42	\$6.47	\$6.15	\$403.20	\$7.35	\$6.99	\$6.27	\$6.79	\$6.49
	NRC 1st		UCTCO	\$367.70	\$372.32	\$366.72	\$132.18	\$368.54	\$367.80	\$367.04	\$369.13	\$367.41
	NRC Add'l		UCTCO	\$132.03	\$133.69	\$130.63	\$132.18	\$132.33	\$132.07	\$131.79	\$132.54	\$131.92
Channel Interface - 2 Wire Voice - Loop Start , per month			TBD	\$2.55	\$2.66	\$2.44	\$2.79	\$2.91	\$2.77	\$0.89	\$2.69	\$2.58
	NRC 1st		TBD	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.73	\$35.91	\$35.74
	NRC Add'l		TBD	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.49	\$35.71	\$35.54
Channel Interface - 2 Wire ISDN, per month			ULCC1	\$10.19	\$10.67	\$9.76	\$11.18	\$11.66	\$11.10	\$9.95	\$10.76	\$10.30
	NRC 1st		ULCC1	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
	NRC Add'l		ULCC1	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month			TBD	\$15.15	\$15.85	\$14.51	\$16.62	\$17.33	\$16.46	\$14.80	\$16.01	\$15.32
	NRC 1st		TBD	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
	NRC Add'l		TBD	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - 4 Wire Voice, per month			ULCC4	\$9.04	\$9.44	\$8.65	\$9.91	\$10.34	\$9.83	\$8.82	\$9.55	\$9.13
	NRC 1st		ULCC4	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
	NRC Add'l		ULCC4	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Test Circuit, per month			UCTTC	\$44.16	\$46.14	\$42.30	\$48.43	\$50.53	\$47.85	\$43.13	\$46.66	\$44.65
	NRC 1st		UCTTC	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74
	NRC Add'l		UCTTC	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54
Channel Interface - Digital 56Kbps, per month			ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC 1st		ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC Add'l		ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Channel Interface - Digital 64Kbps, per month			ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC 1st		ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC Add'l		ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
DARK FIBER												
Per four fiber strands, per route mile or fraction thereof, per month			1L5DF	\$59.84	\$55.35	\$44.22	\$64.64	\$65.29	\$70.35	\$49.88	\$72.45	\$52.67
	NRC - Per each four-fiber dark fiber arrangement - 1st		1L5DF	\$2,518.66	\$1,715.61	\$1,355.29	\$2,304.00	\$1,685.19	\$2,389.99	\$2,277.00	\$2,406.00	\$1,672.44
	NRC - Per each four-fiber dark fiber arrangement - Add'l		1L5DF	\$835.08	\$622.68	\$273.69	\$740.93	\$580.11	\$804.32	\$733.08	\$765.30	\$509.09
NOTES:												
	1	In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.										
	2	Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.										
	3	All rates are interim and subject to true-up.										

BELLSOUTH/TCI RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 12

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month										
2- wire voice unbundled port - residence	UEPRL	\$2.07	2.00 - Note 1	1.85 - Note 1	2.61 - Note 1	\$2.20	\$2.11	\$2.19	\$2.35	1.90 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$2.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
2-wire voice unbundled port without Caller ID	UEPBL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled outgoing only port	UEPBO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
Non-Recurring Charges (NRC) - 1st (Residence)										
2- wire voice unbundled port - residence	UEPRL	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$38.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA

BELLSOUTH/TCI RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 13

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	NRC - Add'l (Residence)										
	2- wire voice unbundled port - residence -	UEPRL	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$15.00	NA	NA	NA	NA	NA	NA	NA
	2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
	NRC - 1st (Business)										
	2-wire Voice Unbundled Port without Caller ID	UEPBL	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled port with Caller ID	UEPBC	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA

BELLSOUTH/TCI RATES NETWORK ELEMENTS
AND OTHER SERVICES
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Attachment 2
Exhibit C
Rates - Page 14

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
												BST GSST A4.3.1
		NRC - Add'l (Business)	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled port without Caller ID	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled port with Caller ID	UEPBC	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
		2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
		2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		NRC - Disconnect Charge - 1st										
		2- wire voice unbundled port - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled port outgoing only - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled area plus port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
		2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled port without Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled outgoing only Port		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA

BELLSOUTH/TCI RATES NETWORK ELEMENTS
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Attachment 2
Exhibit C
Rates - Page 15

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Incoming only Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2-wire voice unbundled port - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
								NA		
2-wire voice unbundled port without Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled outgoing only port		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
All available features, per month	UEPVF	\$5.55	NA	NA	NA	\$8.28	\$6.75	NA	\$6.29	NA
NRC - 1st (all types)		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA

BELLSOUTH/TCI RATES NETWORK ELEMENTS
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Attachment 2
Exhibit C
Rates - Page 16

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - Add'l (all types)		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA
	NRC - Disconnect Charge - 1st		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
	NRC - Disconnect Charge - Add'l		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
Three available feature, per month		UEPVF	NA	NA	NA	NA	\$8.28	\$3.31	NA	\$3.03	NA
	NRC - 1st (all types)		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
	NRC - Add'l (all types)		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
	NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
	NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$16.06	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month		UEP4A	NA	\$9.14	\$8.47	NA	\$10.13	\$9.60	\$8.69	\$2.28	NA
	NRC - 1st	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	NA
	NRC - Add'l	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	NA
	NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.85	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.67	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$8.94	\$16.06	NA	NA	NA
2-Wire DID Port, per month		UEPP2	\$12.08	TBD	\$11.35	NA	\$13.12	\$14.63	\$12.36	\$12.08	\$12.68
	NRC - 1st	UEPP2	\$50.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$81.84	\$50.00	BST GSST A4.3.1
	NRC - Add'l	UEPP2	\$18.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$81.84	\$50.00	BST GSST A4.3.1
	NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.07	NA	NA	NA
4-Wire DS1 Port w/DID capability, per month		UEPDD	\$130.23	\$125.00	\$120.80	NA	\$149.27	\$146.46	\$123.65	\$130.23	\$120.00
	NRC - 1st	UEPDD	\$50.00	\$112.00	\$89.44	NA	\$85.63	\$117.81	\$116.59	\$60.00	To be negotiated
	NRC - Add'l	UEPDD	\$18.00	\$91.00	\$52.46	NA	\$50.23	\$71.18	\$69.92	\$60.00	To be negotiated
	NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month		U1PMA	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$24.50	\$33.74	\$1.90
	NRC - 1st	U1PMA	\$63.24	\$88.00	\$47.37	\$90.48	\$45.35	\$63.59	\$62.29	\$65.79	BST GSST A4.3.1
	NRC - Add'l	U1PMA	\$63.24	\$66.00	\$47.37	\$84.53	\$45.35	\$63.59	\$62.29	\$65.79	BST GSST A4.3.1
	NRC - Disconnect Charge - 1st	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
	NRC - Disconnect Charge - Add'l	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA

BELLSOUTH/TCI RATES NETWORK ELEMENTS
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Attachment 2
Exhibit C
Rates - Page 17

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
NRC - User Profile per B Channel (4)	U1UMA	NA	NA	NA	\$5.61	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$38.68	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	\$186.02	NA	\$163.16	NA	\$194.72	\$213.21	\$179.75	\$214.79	\$308.00
NRC - 1st	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
NRC - Add'l	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
NRC - Disconnect Charge - 1st	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	\$275.48	NA	NA	NA	\$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	\$181.27	NA	NA	NA	\$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	\$116.42	NA	NA	NA	\$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.18	\$2.35	\$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA

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Exhibit C
Rates - Page 18

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX									
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
NRC - 1st	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA

BELLSOUTH/TCI RATES NETWORK ELEMENTS
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Attachment 2
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DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Add'l										
	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	NA
	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA

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DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$37.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$38.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$39.47	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$24.36	NA
	2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Disconnect Charge - 1st										
	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA

BELLSOUTH/TCI RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 21

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Disconnect Charge - Add'l										
	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA

BELLSOUTH/TCI RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

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Exhibit C
Rates - Page 22

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT										
	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT										
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
			\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
			\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
	2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$5.38	NA
	NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
	NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
	2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	\$0.29	NA	See features	NA	See features	NA
	NRC - 1st	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA
	NRC - Add'l	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA
	Coin Port, per month		\$2.34	NA	\$2.05	\$3.04	\$2.50	\$2.32	NA	\$2.77	\$1.90
	NRC - 1st		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4.3.1
	NRC - Add'l		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4.3.1

BELLSOUTH/TCI RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 23

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - 1st		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$43.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.57	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$16.33	NA	NA	NA	\$9.86	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire Coin Port, per month		NA	NA	NA	NA	NA	NA	\$2.59	NA	NA
NRC - 1st		NA	NA	NA	NA	NA	NA	\$21.60	NA	NA
NRC - Add'l		NA	NA	NA	NA	NA	NA	\$21.60	NA	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES										
Local Switching Features offered with Port, Per month	N/A	NA	No add'l charge	NA	No add'l charge	\$8.28	NA	NA	See above	NA
Three-Way Calling, per month		\$1.12	NA	NA	NA	NA	\$1.32	\$0.89	\$1.10	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Customer Changeable Speed Calling, per month		\$0.08	NA	NA	NA	NA	\$0.0755	\$0.17	\$0.1247	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Waiting		\$0.03	NA	NA	NA	NA	\$0.033	\$0.09	\$0.0665	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Remote Activation of Call Forwarding, per month		\$0.18	NA	NA	NA	NA	\$0.4859	\$0.85	\$0.3743	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Cancel Call Waiting, per month		\$0.01	NA	NA	NA	NA	\$0.0082	\$0.01	\$0.0099	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Automatic Callback, per month		\$0.29	NA	NA	NA	NA	\$0.9977	\$0.66	\$0.8015	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Automatic Recall, per month		\$0.28	NA	NA	NA	NA	\$0.3164	\$0.29	\$0.3102	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Calling Number Delivery, per month		\$0.22	NA	NA	NA	NA	\$0.1817	\$0.33	\$0.3272	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Calling Number Delivery Blocking, per month		\$1.17	NA	NA	NA	NA	\$0.9913	\$0.02	\$0.3684	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Customer Originated Trace, per month		\$0.14	NA	NA	NA	NA	\$0.1918	\$0.14	\$0.1402	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Selective Call Rejection, per month		\$0.13	NA	NA	NA	NA	\$0.1721	\$0.13	\$0.1528	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Selective Call Forwarding, per month		\$0.05	NA	NA	NA	NA	\$0.1050	\$0.28	\$0.1287	NA

BELLSOUTH/TCI RATES NETWORK ELEMENTS
AND OTHER SERVICES
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Attachment 2
Exhibit C
Rates - Page 24

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Selective Call Acceptance, per month		\$0.29	NA	NA	NA	NA	\$0.4010	\$0.33	\$0.3283	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Multiline Hunt Service (Rotary)										
Service per line, (in addition to port) , per month		\$0.11	NA	NA	NA	NA	\$0.1271	\$0.14	\$0.1301	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Forwarding Variable, per month		\$0.05	NA	NA	NA	NA	\$0.0474	\$0.10	\$0.0768	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Forwarding Busy Line, per month		\$0.03	NA	NA	NA	NA	\$0.0279	\$0.08	\$0.0603	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Forwarding Don't Answer All Calls, per month		\$0.03	NA	NA	NA	NA	\$0.0308	\$0.09	\$0.0655	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Remote Call Forwarding, per month		\$1.36	NA	NA	NA	NA	\$1.47	\$0.95	\$1.41	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Transfer, per month		\$0.12	NA	NA	NA	NA	\$0.1404	\$0.14	\$0.1392	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Hold, per month		\$0.03	NA	NA	NA	NA	\$0.0190	\$0.15	\$0.0677	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Toll Restricted Service, per month		\$0.04	NA	NA	NA	NA	\$0.0387	\$0.10	\$0.0743	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Message Waiting Indicator – Stutter Dial Tone, per month		\$0.03	NA	NA	NA	NA	\$0.0356	\$0.03	\$0.0318	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Anonymous Call Rejection, per month		\$0.93	NA	NA	NA	NA	\$0.9519	\$1.29	\$1.13	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Shared Call Appearances of a DN, per month		\$0.41	NA	NA	NA	NA	\$0.5015	\$0.29	\$0.3513	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Multiple Call Appearances, per month		\$0.09	NA	NA	NA	NA	\$0.0932	\$0.07	\$0.0891	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
ISDN Bridged Call Exclusion, per month		\$0.00	NA	NA	NA	NA	\$0.0013	\$0.0011	\$0.0013	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call by Call Access, per month		\$28.29	NA	NA	NA	NA	\$50.89	\$19.83	\$0.3621	NA
NRC		\$28.94	NA	NA	NA	NA	\$28.61	\$33.33	\$33.36	NA
NRC - Disconnect		\$5.22	NA	NA	NA	NA	\$5.16	NA	NA	NA
Privacy Release, per month		\$0.01	NA	NA	NA	NA	\$0.0030	\$0.0041	\$0.0116	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Multi Appearance Directory Number Calls, per month		\$0.10	NA	NA	NA	NA	\$0.1115	\$0.13	\$0.1048	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA